BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

☐ **Cover page** (the sheet that has the item number on it) **–** This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items).** If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.

☐ **Page 4 (Item 9)** – Check "YES" if you will use a subcontractor(s) with an annual value over $50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

☐ **After page 4 –** Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.

☐ **Page 10 (Paragraph J)** – Check "YES" or "NO" whether your company has any business in Iran.

☐ **Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

☐ **Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.

☐ **Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

☐ **Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.

☐ **Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together**. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

☐ **Page 18 (Form B)** - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.

☐ **Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

RETURN WITH BID

140

Proposal Submitted By
Name
Address
City

Letting March 4, 2016

NOTICE TO PROSPECTIVE BIDDERS
This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.
BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 61B66
MCHENRY County
Section 14-00122-00-BT (Crystal Lake)
Route COUNTRY CLUB ROAD
Project SRTS-4009(276)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

☐ An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by F

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID

Illinois Department of Transportation

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. 61B66
   MCHENRY County
   Section 14-00122-00-BT (Crystal Lake)
   Project SRTS-4009(276)
   Route COUNTRY CLUB ROAD
   District 1 Construction Funds

   Construct a multi-use path adjacent to Country Club Road from Wedgewood Drive to Golf Road and the construction of a prefabricated pedestrian bridge over the Crystal Creek, located in the City of Crystal Lake.

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

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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, or as specified in the special provisions, 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:

Amount of Bid			Proposal Guaranty	Amount of Bid			Proposal Guaranty
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 bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will 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 will become void or the proposal guaranty check will 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 bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.

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

Item _____

Section No. _____

County _____

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

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.

9. **EXECUTION OF CONTRACT**: The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

10. **The services of a subcontractor will be used.**

Check box Yes ☐
Check box No ☐

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

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
MCHENRY	111	01	14-00122-00-BT (CRYSTAL LAKE)	SRTS-4009/276/000	COUNTRY CLUB ROAD

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
A2000116	T-ACERX FREM AB 2	EACH	5.000			=		
A2002916	T-CELTIS OCCID 2	EACH	3.000			=		
A2008920	T-ULMUS REGAL 2-1/2	EACH	3.000			=		
X0322508	PED TRUSS SUPERSTR	SQ FT	840.000			=		
X0322917	PRO SS CONN TO EX MAN	EACH	6.000			=		
X4021000	TEMP ACCESS- PRIV ENT	EACH	1.000			=		
X5860110	GRANULAR BACKFILL STR	CU YD	11.000			=		
X8140230	HANDHOLE C CONC SPL	EACH	9.000			=		
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000			=		
Z0018500	DRAINAGE STR CLEANED	EACH	7.000			=		
Z0022800	FENCE REMOVAL	FOOT	1,909.000			=		
Z0046304	P UNDR FOR STRUCT 4	FOOT	76.000			=		
20100110	TREE REMOV 6-15	UNIT	14.000			=		
20100210	TREE REMOV OVER 15	UNIT	17.000			=		
20101100	TREE TRUNK PROTECTION	EACH	16.000			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
20101200	TREE ROOT PRUNING	EACH	40.000	X			=		
20101700	SUPPLE WATERING	UNIT	2.700	X			=		
20200100	EARTH EXCAVATION	CU YD	345.000	X			=		
20201200	REM & DISP UNS MATL	CU YD	1,705.000	X			=		
20700220	POROUS GRAN EMBANK	CU YD	1,609.000	X			=		
20800150	TRENCH BACKFILL	CU YD	33.000	X			=		
21001000	GEOTECH FAB F/GR STAB	SQ YD	4,034.000	X			=		
21101505	TOPSOIL EXC & PLAC	CU YD	1,000.000	X			=		
25000100	SEEDING CL 1	ACRE	1.250	X			=		
25000400	NITROGEN FERT NUTR	POUND	113.000	X			=		
25000600	POTASSIUM FERT NUTR	POUND	113.000	X			=		
25100630	EROSION CONTR BLANKET	SQ YD	5,265.000	X			=		
28000305	TEMP DITCH CHECKS	FOOT	115.000	X			=		
28000400	PERIMETER EROS BAR	FOOT	3,908.000	X			=		
35102000	AGG BASE CSE B 8	SQ YD	3,290.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
40600275	BIT MATLS PR CT	POUND	7,000.000	X			=		
40603335	HMA SC "D" N50	TON	392.000	X			=		
42400200	PC CONC SIDEWALK 5	SQ FT	199.000	X			=		
42400800	DETECTABLE WARNINGS	SQ FT	50.000	X			=		
44000200	DRIVE PAVEMENT REM	SQ YD	262.000	X			=		
44000500	COMB CURB GUTTER REM	FOOT	78.000	X			=		
44000600	SIDEWALK REM	SQ FT	3,810.000	X			=		
48101202	AGGREGATE SHLDS B	CU YD	52.000	X			=		
48101500	AGGREGATE SHLDS B 6	SQ YD	1,620.000	X			=		
50200100	STRUCTURE EXCAVATION	CU YD	137.000	X			=		
50201101	COFFERDAM TYP 1 LOC 1	EACH	1.000	X			=		
50201102	COFFERDAM TYP 1 LOC 2	EACH	1.000	X			=		
50300225	CONC STRUCT	CU YD	28.700	X			=		
50800205	REINF BARS, EPOXY CTD	POUND	2,970.000	X			=		
550A0340	STORM SEW CL A 2 12	FOOT	54.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
58700300	CONCRETE SEALER	SQ FT	392.000	X			=		
59100100	GEOCOMPOSITE WALL DR	SQ YD	18.000	X			=		
60200805	CB TA 4 DIA T8G	EACH	6.000	X			=		
60255500	MAN ADJUST	EACH	7.000	X			=		
60603800	COMB CC&G TB6.12	FOOT	78.000	X			=		
67000400	ENGR FIELD OFFICE A	CAL MO	3.000	X			=		
67100100	MOBILIZATION	L SUM	1.000	X			=		
70102640	TR CONT & PROT 701801	L SUM	1.000	X			=		
72000100	SIGN PANEL T1	SQ FT	12.800	X			=		
72400500	RELOC SIN PAN ASSY TA	EACH	5.000	X			=		
72900100	METAL POST TY A	FOOT	57.000	X			=		
78000400	THPL PVT MK LINE 6	FOOT	126.000	X			=		
78000600	THPL PVT MK LINE 12	FOOT	160.000	X			=		
78000650	THPL PVT MK LINE 24	FOOT	12.000	X			=		
81028750	UNDRGRD C CNC 2	FOOT	3,535.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
87300925	ELCBL C TRACER 14 1C	FOOT	3,600.000	X		=		
				TOTAL	$			

NOTE:

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

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

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

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

RETURN WITH BID

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

I. GENERAL

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

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

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

☐ I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is $177,412.00. Sixty percent of the salary is $106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or 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, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/3BE-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.

(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.

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

Check the appropriate statement:

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

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

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

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

Addtionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

_____**NA-FEDERAL**_____

_____

_____

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.
The current annual salary of the Governor is $177,412.00.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

   (Note: Only one set of forms needs to be completed per individual 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 an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A
Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

_____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):

% or $ value of ownership/distributable income share: _____

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___No __

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

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

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

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

Yes ___No __

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___No __

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

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ___ No __

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

Yes ___ No __

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

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

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

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

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

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

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

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

---

3. Communication Disclosure.

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

Name and address of person(s): _____

_____

_____

_____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

_____

_____

_____

APPLICABLE STATEMENT

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

Completed by: ☐ _____ _____

Signature of Individual or Authorized Representative — Date

NOT APPLICABLE STATEMENT

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

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

☐ _____ _____

Signature of Authorized Representative — Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

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 this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

☐ _____ _____
Signature of Authorized Representative Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

The following requirements of the Illinois Department of Human Rights Act 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 Title 44, Illinois Administrative Code, Section 750.120. 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

Illinois Department of Transportation

Contract No. 61B66
MCHENRY County
Section 14-00122-00-BT (Crystal Lake)
Project SRTS-4009(276)
Route COUNTRY CLUB ROAD
District 1 Construction Funds

PART I. IDENTIFICATION

Dept. of Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

TOTAL Workforce Projection for Contract													TABLE B: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
			MINORITY EMPLOYEES						TRAINEES				TOTAL EMPLOYEES		MINORITY EMPLOYEES	
JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES					
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

*Other minorities are defined as Asians (A) or Native Americans (N).
Please specify race of each employee shown in Other Minorities column.

FOR DEPARTMENT USE ONLY

BC 1256 (Rev. 12/11/07)

Note: See instructions on page 2

RETURN WITH BID

Contract No. 61B66
MCHENRY County
Section 14-00122-00-BT (Crystal Lake)
Project SRTS-4009(276)
Route COUNTRY CLUB 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 **Illinois 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.

BC-1256 (Rev. 12/11/07)

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. 61B66
MCHENRY County
Section 14-00122-00-BT (Crystal Lake)
Project SRTS-4009(276)
Route COUNTRY CLUB 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

Attest _____
Signature

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

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.

Illinois Department of Transportation

Return with Bid

Division of Highways
Annual Proposal Bid Bond

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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

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

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

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

_____
(Company Name)

By _____
(Signature and Title)

Notary for PRINCIPAL

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

(Seal)

_____
(Signature of Notary Public)

_____
(Date Commission Expires)

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

_____
(Company Name)

By _____
(Signature of Attorney-in-Fact)

Notary for SURETY

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

(Seal)

_____
(Signature of Notary Public)

_____
(Date Commission Expires)

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

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

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

Illinois Department of Transportation

Return with Bid

Division of Highways Proposal Bid Bond

Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

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

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

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

_____
(Company Name)

By _____
(Signature and Title)

Notary for PRINCIPAL

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

(Seal)

_____
(Signature of Notary Public)

_____
(Date Commission Expires)

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

_____
(Company Name)

By _____
(Signature of Attorney-in-Fact)

Notary for SURETY

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____
(Name of Notary Public)

(Seal)

_____
(Signature of Notary Public)

_____
(Date Commission Expires)

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

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

Illinois Department of Transportation

DBE Utilization Plan

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____ Total Bid _____

Section _____ Contract DBE Goal _____ (Percent) _____ (Dollar Amount)

Project _____

County _____

Letting Date _____

Contract No. _____

Letting Item No. _____

(4) Assurance

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

☐ Meets or exceeds contract award goals and has provided documented participation as follows:
Disadvantaged Business Participation _____ percent

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

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

Disadvantaged Business Participation _____ percent

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

_____
Company

By _____

Title _____

Date _____

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

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

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

Local Let Projects
Submit forms to the
Local Agency

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

Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____ Letting _____

Participation Statement Item No. _____

(1) Instructions Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V _____ Manufacturer _____ Supplier (60%) _____ Subcontractor _____ Trucking _____

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
			Total	

(3) Partial Payment Items (For any of the above items which are partial pay items)
Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:
*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor __ 1st Tier __ 2nd Tier

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

Signature for DBE Firm __ 1st Tier __ 2nd Tier

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

E _____

WC _____

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

PROPOSAL ENVELOPE

Illinois Department of Transportation

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. 61B66
MCHENRY County
Section 14-00122-00-BT (Crystal Lake)
Project SRTS-4009(276)
Route COUNTRY CLUB ROAD
District 1 Construction Funds

Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____
Name of Subcontracting Company

_____ _____
Authorized Officer Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual 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 individual 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 individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.
The current annual salary of the Governor is $177,412.00.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

   (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO __

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of $50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___No __

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___No __

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

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___No __

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

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes ___No __

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
Yes ___No __

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

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

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

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

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

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

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

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

---

3 Communication Disclosure.

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

Name and address of person(s): _____

_____

_____

_____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

_____

_____

_____

APPLICABLE STATEMENT

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

Completed by: ☐ _____ _____

Signature of Individual or Authorized Officer — Date

NOT APPLICABLE STATEMENT

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

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

☐ _____ _____

Signature of Authorized Officer — Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

☐ _____ _____
Signature of Authorized Officer Date

OWNERSHIP CERTIFICATION

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

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

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

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. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mMarch 4, 2016. 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 10:00 a.m.

2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

   Contract No. 61B66
   MCHENRY County
   Section 14-00122-00-BT (Crystal Lake)
   Project SRTS-4009(276)
   Route COUNTRY CLUB ROAD
   District 1 Construction Funds

Construct a multi-use path adjacent to Country Club Road from Wedgewood Drive to Golf Road and the construction of a prefabricated pedestrian bridge over the Crystal Creek, located in the City of Crystal Lake.

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

Randall S. Blankenhorn,
Secretary

CONTRACT 61B66

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2015

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-15)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

Table of Contents

TABLE OF CONTENTS

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR #	Pg #		Special Provision Title	Effective	Revised
LR SD12		☐	Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD13		☐	Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR 107-2		☐	Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	103	☒	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 108		☐	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		☐	Equipment Rental Rates	Jan. 1, 2012	
LR 212		☐	Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		☐	Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		☐	Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		☐	Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		☐	Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		☐	Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4		☐	Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5		☐	Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6		☐	Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		☐	Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402		☐	Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		☐	Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		☐	Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		☐	Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		☐	PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		☐	Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		☐	Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		☐	Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		☐	Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		☐	Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		☐	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		☐	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		☐	Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		☐	Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		☐	Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		☐	Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		☐	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		☐	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS

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

	File Name	Pg.		Special Provision Title	Effective	Revised
	80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
*	80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2016
	80192			Automated Flagger Assistance Device	Jan. 1, 2008	
	80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
	80241			Bridge Demolition Debris	July 1, 2009	
	5026I			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
	5053I			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
	80360			Coarse Aggregate Quality	July 1, 2015	
	80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
	80341			Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
	80198			Completion Date (via calendar days)	April 1, 2008	
	80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
	80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
	80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
	80334	104	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
	80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
	80261	105	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80335	108	X	Contract Claims	April 1, 2014	
*	80029	109	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2016
	80358	120	X	Equal Employment Opportunity	April 1, 2015	
	80265	124	X	Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
	80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2015
	80329			Glare Screen	Jan. 1, 2014	
	80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
	80246			Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
	80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
	80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
	80347			Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	July 1, 2015
	80348	128	X	Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
	80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
	80351			Light Tower	Jan. 1, 2015	
	80336			Longitudinal Joint and Crack Patching	April 1, 2014	
	80324			LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
	80325	133	X	LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
	80045			Material Transfer Device	June 15, 1999	Aug. 1, 2014
	80342			Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
	80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
	80361			Overhead Sign Structures Certification of Metal Fabricator	Nov. 1, 2015	
	80337			Paved Shoulder Removal	April 1, 2014	
	80349			Pavement Marking Blackout Tape	Nov. 1, 2014	
	80298			Pavement Marking Tape Type IV	April 1, 2012	
	80254			Pavement Patching	Jan. 1, 2010	

File Name	Pg.		Special Provision Title	Effective	Revised
80352			Pavement Striping - Symbols	Jan. 1, 2015	
80359			Portland Cement Concrete Bridge Deck Curing	April 1, 2015	
80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	143	X	Progress Payments	Nov. 2, 2013	
3426I			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 2, 2015
80350	144	X	Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	146	X	Reinforcement Bars	Nov. 1, 2013	
80344			Rigid Metal Conduit	Aug. 1, 2014	
80354	148	X	Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	
80127	149	X	Steel Cost Adjustment	April 2, 2004	July 1, 2015
* 80362			Steel Slag in Trench Backfill	Jan. 1, 2016	
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355			Temporary Concrete Barrier	Jan. 1, 2015	July 1, 2015
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338			Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80345			Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	July 1, 2015
80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	153	X	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
80302	155	X	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

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:

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 15, 2016 Letting

Pg #	√	File Name	Title	Effective	Revised
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Jun 24, 2015
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
156	X	GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Oct 5, 2015
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Oct 5, 2015
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Oct 5, 2015
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
159	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 29, 2014
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Oct 5, 2015
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Dec 29, 2014
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Dec 29, 2014
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Jun 24, 2015
160	X	GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
162	X	GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	
		GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	
		GBSP 84	Precast, Prestressed Concrete Beams	Oct 5, 2015	
		GBSP 85	Micropiles	Apr 19, 1996	Oct 5, 2015
		GBSP 86	Drilled Shafts	Oct 5, 2015	
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2011	Oct 5, 2015

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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

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

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

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

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special provisions supplement the *Standard Specifications for Road and Bridge Construction*, adopted January 1, 2012, (hereinafter referred to as the Standard Specifications); the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways the Manual of Test Procedures for Materials* in effect on the date of invitation for bids; in effect on the date of invitations 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 a multi-use path along (Country Club Road) from 240' North of Wedgewood Drive to South Elementary near Golf Road; Section No.14-00122-00-BT, Crystal Lake, McHenry County, IL, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Country Club Road
Section: 14-00122-00-BT
Country Club Road Multi-Use Path
City of Crystal Lake, McHenry County
Contract No. 61B66

LOCATION OF IMPROVEMENT

This improvement begins 240' North of Wedgewood Drive and continues to South Elementary near Golf Road for a net and gross length of 3545 feet (0.67 mile) along the south side of Country Club. This improvement is located within the City of Crystal Lake in McHenry County.

DESCRIPTION OF IMPROVEMENT

The work consists of the construction of an 8 foot wide multi-use path consisting of an 8" aggregate path with a 2" HMA surface, replacement and widening of aggregate roadway shoulder and construction of a prefabricated trail bridge over Crystal Creek. This project also includes drainage improvements, ditch grading, placement of pavement markings, ADA compliant ramps and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein. All work for this project will be in English units.

COMPLETION DATE PLUS WORKING DAYS
Effective: September 30, 1985
Revised: January 1, 2007

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on October 7, 2016 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 15 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days

allowed for clean-up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

The completion date for construction of the multi-use path shall be September 2, 2016.

The completion date for erection of the prefabricated bridge and restoration shall be October 7, 2016.

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

FAILURE TO COMPLETE THE WORK ON TIME
Effective: September 30, 1985
Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion date as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of $1,025, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work since the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This said mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the project is delayed in completion. The Department shall not be required to provide any actual loss in order to recover these liquidated damages provided herein, as said damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

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

STATUS OF UTILITIES TO BE ADJUSTED
Effective: January 30, 1987
Revised: January 24, 2013

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

Name of Utility	Type	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
AT&T 1000 Commerce Drive Oak Brook, IL 60523 Attn: Hector Garcia 630-573-5465	Telephone	South side of Country Club Road throughout project	1 Working Day
Comcast 688 Industrial Drive Elmhurst, IL 60126 Attn: Martha Gieras 630-600-6352	Aerial TV	Attached to ComEd Aerial poles	(Included in ComEd relocation)
ComEd 1 Lincoln Center Oak Brook Terrace, IL 60181 Attn: Joe Ziemba 630-669-0580	UG & Aerial Electric	South side of Country Club Road throughout project	14 working days
NICOR 1844 Ferry Road Naperville, IL 60563 Office: (630) 388-3830 Attn: Connie Lane	Gas Main	South Parkway Sta. 133+00 to Golf Road	No relocations/ adjustments

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

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

1) Proposed right of way is clear for contract award.
2) Final plans have been sent to and received by the utility company.
3) Utility permit is received by the Department and the Department is ready to issue said permit.
4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS
Effective: April 1, 2001
Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

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

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

(a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.

(b) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.

(c) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

(a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.

(b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access."

CLEANING EXISTING DRAINAGE STRUCTURES
Effective: September 30, 1985
Revised: December 1, 2011

All existing storm sewers, pipe culverts, manholes, catch basins and inlets shall be considered as drainage structures insofar as the interpretation of this Special Provision is concerned. When specified for payment, the location of drainage structures to be cleaned will be shown on the plans.

All existing drainage structures which are to be adjusted or reconstructed shall be cleaned according to Article 602.15 of the Standard Specifications. This work will be paid for according to accordance with Article 602.16 of the Standard Specifications.

All other existing drainage structures which are specified to be cleaned on the plans will be cleaned according to Article 602.15 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE CLEANED, and at the contract unit price per foot (meter) for STORM SEWERS TO BE CLEANED, of the diameter specified.

TRAFFIC CONTROL PLAN
Effective: September 30, 1985
Revised: January 1, 2007

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

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

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

STANDARDS: 701006-05, OFF-RD OPERATIONS, 2L, 2W, 15' TO 24" FROM PAVEMENT EDGE; 701011-04, OFF-RD MOVING OPERATIONS, 2L, 2W, DAY ONLY; 701301-04, LANE CLOSURE 2L, 2W, SHORT TIME OPERATIONS; 701801-05, SIDEWALK, CORNER OR CROSSWALK CLOSURE; 701901-04, TRAFFIC CONTROL DEVICES.

DETAILS: TC-10, Traffic Control and Protection for Side Roads, Intersections, and Driveways; TC-13, District One Typical Pavement Markings.

SPECIAL PROVISIONS: Maintenance of Roadways; Sidewalk, Corner or Crosswalk Closure (BDE); Retroreflective Sheeting for Highway Signs (BDE); Public Convenience and Safety.

ADJUSTMENTS AND RECONSTRUCTIONS
Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"**602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"**603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"**603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)
Effective: November 1, 2011
Revised: November 1, 2013

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

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

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

EMBANKMENT I
Effective: March 1, 2011
Revised: November 1, 2013

Description. This work shall be according to Section 205 of the Standard Specifications except for the following.

Material. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).

b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).

c) Soils which demonstrate the following properties shall 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 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.

    1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.

    2) A plasticity index (PI) of less than 12.

    3) A liquid limit (LL) in excess of 50.

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

e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical 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 tests are completed and approval given.

Placing Material. 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 6 inches (150 mm) 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 blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

Compaction. 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 soils.

b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

Stability. The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

Basis of Payment. This work will not be paid separately but will be considered as included in the various items of excavation.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013
Revised: November 1, 2014

1) Design Composition and Volumetric Requirements

Revise the last sentence of the first paragraph of Article 312.05 of the Standard Specifications to read:

"The minimum compacted thickness of each lift shall be according to Article 406.06(d)."

Delete the minimum compacted lift thickness table in Article 312.05 of the Standard Specifications.

Revise the second paragraph of Article 355.02 of the Standard Specifications to read:

"The mixture composition used shall be IL-19.0."

Revise Article 355.05(a) of the Standard Specifications to read:

"(a) The top lift thickness shall be 2 1/4 in. (60 mm) for mixture composition IL-19.0."

Revise the Leveling Binder table and second paragraph of Article 406.05(c) of the Standard Specifications to read:

"Leveling Binder	
Nominal, Compacted, Leveling Binder Thickness, in. (mm)	Mixture Composition
≤ 1 1/4 (32)	IL-4.75, IL-9.5, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5 or IL-9.5L

The density requirements of Article 406.07(c) shall apply for leveling binder, machine method, when the nominal compacted thickness is: 3/4 in. (19 mm) or greater for IL-4.75 mixtures; and 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures."

Revise the table in Article 406.06(d) of the Standard Specifications to read:

"MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
SMA-9.5, IL-9.5, IL-9.5L	1 1/2 (38)
SMA-12.5	2 (50)
IL-19.0, IL-19.0L	2 1/4 (57)"

Revise the ninth paragraph of Article 406.14 of the Standard Specifications to read:

"Test strip mixture will be evaluated at the contract unit price according to the following."

Revise Article 406.14(a) of the Standard Specifications to read:

"(a) If the HMA placed during the initial test strip is determined to be acceptable the mixture will be paid for at the contract unit price."

Revise Article 406.14(b) of the Standard Specifications to read:

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF according to the Department's test results, the mixture will not be paid for and shall be removed at the Contractor's expense. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read:

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF according to the Department's test results, the mixture shall be removed. Removal will be paid according to Article 109.04. This initial mixture will be paid for at the contract unit price. An additional test strip shall be constructed and the mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

Delete the last sentence of Article 407.06(c) of the Standard Specifications.

Revise Note 2. of Article 442.02 of the Standard Specifications to read:

"Note 2. The mixture composition of the HMA used shall be IL-19.0 binder, designed with the same Ndesign as that specified for the mainline pavement."

Delete the second paragraph of Article 482.02 of the Standard Specifications.

Revise the first sentence of the sixth paragraph of Article 482.05 of the Standard Specifications to read:

"When the mainline HMA binder and surface course mixture option is used on resurfacing projects, shoulder resurfacing widths of 6 ft (1.8 m) or less may be placed simultaneously with the adjacent traffic lane for both the binder and surface courses."

Revise the second sentence of the fourth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 5 in. (125 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise the second sentence of the fifth paragraph of Article 601.04 of the Standard Specifications to read:

"The top 8 in. (200 mm) of the trench shall be backfilled with an IL-19.0L Low ESAL mixture meeting the requirements of Section 1030 and compacted to a density of not less than 90 percent of the theoretical density."

Revise Article 1003.03(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, FA 21, or FA 22. The fine aggregate gradation for SMA shall be FA/FM 20.

For mixture IL-4.75 and surface mixtures with an Ndesign = 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag meeting the FA 20 gradation.

For mixture IL-19.0, Ndesign = 90 the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 or FA 22 gradation. For mixture IL-19.0, Ndesign = 50 or 70 the fine aggregate fraction shall consist of at least 50 percent manufactured sand meeting FA 20 or FA 22 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof.

Gradation FA 1, FA 2, or FA 3 shall be used when required for prime coat aggregate application for HMA."

Delete the last sentence of the first paragraph of Article 1004.03(b) of the Standard Specifications.

Revise the table in Article 1004.03(c) of the Standard Specifications to read:

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0 IL-9.5	CA 11 1/ CA 16, CA 13 3/
HMA Low ESAL	IL-19.0L IL-9.5L Stabilized Subbase or Shoulders	CA 11 1/ CA 16
SMA 2/	1/2 in. (12.5mm) Binder & Surface IL 9.5 Surface	CA13 3/, CA14 or CA16 CA16, CA 13 3/

1/ CA 16 or CA 13 may be blended with the gradations listed.
2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.
3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the nomenclature table in Article 1030.01 of the Standard Specifications to read:

"High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA)[1/]; HMA Shoulders[2/]

1/ Uses 19.0L binder mix.

2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

Revise Article 1030.02 of the Standard Specifications and Supplemental Specifications to read:

"**1030.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.03
(b) Fine Aggregate	1003.03
(c) RAP Material	1031
(d) Mineral Filler	1011
(e) Hydrated Lime	1012.01
(f) Slaked Quicklime (Note 1)	
(g) Performance Graded Asphalt Binder (Note 2)	1032
(h) Fibers (Note 3)	
(i) Warm Mix Asphalt (WMA) Technologies (Note 4)	

Note 1. Slaked quicklime shall be according to ASTM C 5.

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be an Elvaloy or SBS PG 76-22 for IL-4.75, except where modified herein. The elastic recovery shall be a minimum of 80.

Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements. The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

Revise Article 1030.04(a)(1) of the Standard Specifications and the Supplemental Specifications to read:

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/										
Sieve Size	IL-19.0 mm		SMA 4/ IL-12.5 mm		SMA 4/ IL-9.5 mm		IL-9.5 mm		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)										
1 in. (25 mm)		100								
3/4 in. (19 mm)	90	100		100						
1/2 in. (12.5 mm)	75	89	80	100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	90	100
#8 (2.36 mm)	20	42	16	24 5/	16	32 5/	34 6/	52 2/	70	90
#16 (1.18 mm)	15	30					10	32	50	65
#30 (600 µm)			12	16	12	18				
#50 (300 µm)	6	15					4	15	15	30
#100 (150 µm)	4	9					3	10	10	18
#200 (75 µm)	3	6	7.0	9.0 3/	7.5	9.5 3/	4	6	7	9 3/
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ The maximum percent passing the #635 (20 µm) sieve shall be ≤ 3 percent.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

Delete Article 1030.04(a)(3) of the Standard Specifications.

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read:

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL				
	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
Ndesign	IL-19.0	IL-9.5	IL-4.75 1/	
50	13.5	15.0	18.5	65 – 78 2/
70				65 - 75
90				

1/ Maximum Draindown for IL-4.75 shall be 0.3 percent

2/ VFA for IL-4.75 shall be 72-85 percent"

Revise the table in Article 1030.04(b)(2) of the Standard Specifications to read:

"VOLUMETRIC REQUIREMENTS Low ESAL				
Mixture Composition	Design Compactive Effort	Design Air Voids Target %	VMA (Voids in the Mineral Aggregate), % min.	VFA (Voids Filled with Asphalt Binder), %
IL-9.5L	N_{DES} =30	4.0	15.0	65-78
IL-19.0L	N_{DES} =30	4.0	13.5	N/A"

Replace Article 1030.04(b)(3) of the Standard Specifications with the following:

"(3) SMA Mixtures.

Volumetric Requirements SMA 1/			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 4/	3.5	17.0 2/	75 - 83
		16.0 3/	

1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.

2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

3/ Applies when specific gravity of coarse aggregate is < 2.760.

4/ Blending of different types of aggregate will not be permitted.
For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

Delete Article 1030.04(b)(4) of the Standard Specifications.

Delete Article 1030.04(b)(5) from the Supplemental Specifications.

Delete last sentence of the second paragraph of Article 1102.01(a) (13) a.

Add to second paragraph in Article 1102.01 (a) (13) a.:

"As an option, collected bag-house dust may be used in lieu of manufactured mineral filler, provided; 1) there is enough available for the production of the SMA mix for the entire project and 2) a mix design was prepared with collected bag-house dust."

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

"Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 µm) No. 200 (75 µm)	1 washed ignition oven test on the mix per half day of production Note 3.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 1.	1 per half day of production	Illinois-Modified AASHTO T 308
VMA Note 2.	Day's production ≥ 1200 tons: 1 per half day of production	Illinois-Modified AASHTO R 35
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	
Air Voids Bulk Specific Gravity of Gyratory Sample Note 4.	Day's production ≥ 1200 tons: 1 per half day of production	Illinois-Modified AASHTO T 312
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons: 1 per half day of production	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	

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

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

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

"Parameter	High ESAL Mixture Low ESAL Mixture
Ratio Dust/Asphalt Binder	0.6 to 1.2
Moisture	0.3 %"

Revise the Article 1030.05(d)(4) of the Supplemental Specifications to read:

"(4) Control Limits. Target values shall be determined by applying adjustment factors to the AJMF where applicable. The target values shall be plotted on the control charts within the following control limits.

"CONTROL LIMITS						
Parameter	High ESAL		SMA		IL-4.75	
	Individual Test	Moving Avg. of 4	Test	Moving Avg. of 4	Individual Test	Moving Avg. of 4
% Passing: 1/						
1/2 in. (12.5 mm)	± 6 %	± 4 %	± 6 %	± 4 %		
3/8 in. (9.5mm)			± 4 %	± 3 %		
No. 4 (4.75 mm)	± 5 %	± 4 %	± 5 %	± 4 %		
No. 8 (2.36 mm)	± 5 %	± 3 %	± 4 %	± 2 %		
No. 16 (1.18 mm)			± 4 %	± 2 %	± 4 %	± 3 %
No. 30 (600 µm)	± 4 %	± 2.5 %	± 4 %	± 2.5 %		
Total Dust Content No. 200 (75 µm)	± 1.5 %	± 1.0 %			± 1.5 %	± 1.0 %
Asphalt Binder Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % 2/	-0.5 % 2/	-0.7 % 2/	-0.5 % 2/	-0.7 % 2/	-0.5 % 2/

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS		
Mixture Composition	Parameter	Individual Test
IL-4.75	Ndesign = 50	93.0 - 97.4 % 1/
IL-9.5	Ndesign = 90	92.0 - 96.0 %
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4 %
IL-19.0	Ndesign = 90	93.0 - 96.0 %
IL-19.0, IL-19.0L	Ndesign < 90	93.0 2/- 97.4 %
SMA	Ndesign = 80	93.5 - 97.4 %

1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.

2/ 92.0 % when placed as first lift on an unimproved subgrade."

Revise the table in Article 1030.05(d)(5) of the Supplemental Specifications to read:

"CONTROL CHART REQUIREMENTS	High ESAL, Low ESAL, SMA & IL-4.75
Gradation 1/ 3/	% Passing Sieves: 1/2 in. (12.5 mm) 2/ No. 4 (4.75 mm) No. 8 (2.36 mm) No. 30 (600 µm)
Total Dust Content 1/	No. 200 (75 µm)
	Asphalt Binder Content
	Bulk Specific Gravity
	Maximum Specific Gravity of Mixture
	Voids
	Density
	VMA

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

Delete Article 1030.05(d)(6)a.1.(b.) of the Standard Specifications.

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

2) Design Verification and Production

Description. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

Mix Design Testing. Add the following below the referenced AASHTO standards in Article 1030.04 of the Standard Specifications:

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails

the Department's verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification and shall meet the following requirements:

(1)Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the mix requirements table of the plans.

Illinois Modified AASHTO T 324 Requirements 1/

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.
For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 80 psi (550 kPa) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

Production Testing. Revise Article 1030.06(a) of the Standard Specifications to read:

"(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

Before start-up, target values shall be determined by applying gradation correction factors to the JMF when applicable. These correction factors shall be determined from previous experience. The target values, when approved by the Engineer, shall be used to control HMA production. Plant settings and control charts shall be set according to target values.

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first

acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

Parameter	Adjustment
1/2 in. (12.5 mm)	± 5.0 %
No. 4 (4.75 mm)	± 4.0 %
No. 8 (2.36 mm)	± 3.0 %
No. 30 (600 µm)	*
No. 200 (75 µm)	*
Asphalt Binder Content	± 0.3 %

* In no case shall the target for the amount passing be greater than the JMF.

Any adjustments outside the above limitations will require a new mix design.

Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 (approximately 60 lb (27 kg) total).

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria is being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

The Department may conduct additional Hamburg Wheel tests on production material as determined by the Engineer."

Revise the title of Article 1030.06(b) of the Standard Specifications to read:

"(b) Low ESAL Mixtures."

Add the following to Article 1030.06 of the Standard Specifications:

"(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.
The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria,

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

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

Method of Measurement:

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Basis of Payment.

Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

"For all mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

PUBLIC CONVENIENCE AND SAFETY

Effective: May 1, 2012
Revised: July 15, 2012

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

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

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

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

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

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

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)
Effective: November 1, 2012
Revise: July 24, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

(a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

(b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve . RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

(1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

1031.02 Stockpiles. RAP and RAS stockpiles shall be according to the following.

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing

and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.

(2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.

(3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

RAP or FRAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, joint sealants, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.
However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of three years.

1031.03 Testing. FRAP and RAS testing shall be according to the following.

(a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.

(1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

(2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.

(3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

(b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

(1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less

than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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

1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

(a) Evaluation of FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G_{mm}. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP
No. 4 (4.75 mm)	± 6 %
No. 8 (2.36 mm)	± 5 %
No. 30 (600 µm)	± 5 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder	± 0.3 %
G_{mm}	± 0.03 1/

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

(b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix

designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

(c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision	
% Passing:[1/]	FRAP	RAS
1/2 in.	5.0%	
No. 4	5.0%	
No. 8	3.0%	4.0%
No. 30	2.0%	3.0%
No. 200	2.2%	2.5%
Asphalt Binder Content	0.3%	1.0%
G_{mm}	0.030	

1/ Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

1031.05 Quality Designation of Aggregate in RAP and FRAP.

(a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

(1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

(2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.

(3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.

(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

1031.06 Use of FRAP and/or RAS in HMA. The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

(a) FRAP. The use of FRAP in HMA shall be as follows.

(1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.

(3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

(4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.

(5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

(b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.

(c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP is used alone or FRAP is used in conjunction with RAS, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures 1/ 2/ 4/	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
4.75 mm N-50			40
SMA N-80			30

1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.

2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.

3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.

4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10 percent.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the detailed requirements specified herein.

(a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.

(b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

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

If during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

(a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

(b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS shall be capable of automatically recording and printing the following information.

(1) Dryer Drum Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

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

d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

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

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

g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.

j. Accumulated mixture tonnage.

k. Dust Removed (accumulated to the nearest 0.1 ton)

(2) Batch Plants.

a. Date, month, year, and time to the nearest minute for each print.

b. HMA mix number assigned by the Department.

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

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

f. RAS and FRAP weight to the nearest pound (kilogram).

g. Virgin asphalt binder weight to the nearest pound (kilogram).

h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"

(b) Gradation. The RAP material shall meet the gradation requirements for CA 6 in accordance with Art.1004.01 (c), except the requirements for the minus No. 200 (75µm) sieve will not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

MAINTENANCE OF ROADWAYS
Effective: September 30, 1985
Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

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

PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE

Description: This work consists of providing a proposed connection with new pipe to storm sewer or manhole at the locations shown on the plans. The connection shall follow Section 550.06 or Section 602.13 of the Standard Specifications or another connection detail as reviewed and approved by the Engineer. Any damaged pipe will be removed and replaced if required or as directed by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per Each for PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE.

FENCE REMOVAL

Description: This work shall consist of removing and disposing the existing fences as shown on the removal plans or as directed by the Engineer. The Contractor shall be responsible for inspecting and determining the type and condition of existing fences to be removed.

Method of Measurement: This work will be measured for payment per foot of fence removed and disposed offsite. Work shall include all labor and equipment needed to remove and dispose of the existing fence to the satisfaction of the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for FENCE REMOVAL, which price shall include all labor, equipment, and material required to complete the work as herein specified.

HANDHOLE, COMPOSITE CONCRETE (SPECIAL)

Description: This work shall consist of installing a polymer concrete handhole at the locations identified on the plans and making the required connections to HDPE coilable nonmetallic conduit.

The handhole shall consist of a separate single panel lid and handhole box (open bottom). The handhole shall have a width of 24 inches, length of 36 inches and a 36 inch depth. The bottom shall be open.

The handhole assembly shall accommodate a 10K loading (AASHTO H1) and ASTM A-8 of 8,000 lbs. plus a 30% load increase due to impact forces for a total wheel load of 10,400 lbs. The handhole assembly shall meet the requirements of ANSI/SCTE Tier 8 loading.

The lid shall be slip resistant (meeting the slip resistant requirements of the ADA) and imprinted with the words "FIBER OPTIC CABLE" and shall connect to the handhole box with at least two (2) stainless steel 3/8 inch 16 NC hex bolts with washers. The HDPE conduit must enter through the bottom and must not enter through the sides.

The handhole shall be placed on a coarse aggregate bedding of at least 12 inches thick that extends at least 12 inches beyond each side of the handhole. The coarse aggregate bedding shall meet the requirements of Article 1004.05 of the Standard Specifications.

Backfilling of soil around the handhole shall be completed in no more than 6-inch lifts, compacted after installation. After installation, the handhole shall be thoroughly cleaned of any accumulation of silt, debris or foreign matter of any kind.

Any disturbance of shoulders, asphalt surfaces, turf areas, sidewalks required as part of the handhole installation shall be restored to a like or new condition at no additional cost. Restoration work shall be incidental to HANDHOLE, COMPOSITE CONCRETE (SPECIAL).

Basis of Payment: This work will be paid for at the contract unit price per EACH for HANDHOLE, COMPOSITE CONCRETE (SPECIAL), which price shall include all labor, equipment, material and restoration required to complete the work as herein specified.

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

Effective: November 1, 2013

Article 1020.15 shall not apply.

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)
Effective: June 26, 2006
Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)
Elastic Recovery, ASTM D 6084, Procedure A (sieve waived) @ 77 °F, (25 °C), aged, ss, 100 mm elongation, 5 cm/min., cut immediately, %, min.	65	65

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, *a* 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 3) .....1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA.

Description: This work shall consist of installing a High Density Polyethylene duct meeting the requirements of Articles 810.01 and 1088.01(c) of the Standard Specifications. The conduit shall be orange in color and shall be installed by directional boring. Plowing, trenching or other open excavation methods shall be prohibited.

Any Areas disturbed by the directional boring/augering operation shall be restored to their original condition as directed by the Engineer at no additional cost.

Method of Measurement: This work will be measured for payment per foot of underground conduit, coilable nonmetallic conduit, 2" dia. installed.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 2" DIA. Which price shall include all labor, equipment, and material required to complete the work as herein specified.

Illinois Department of Transportation

Storm Water Pollution Prevention Plan

Route	Marked Route	Section
	Country Club Road	14-00122-00BT
Project Number	**County**	**Contract Number**
SRTS-4009 (276)	McHenry	61B66

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issues by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

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

Print Name	Title	Agency
Abigail Wilgreen	City Engineer	City of Crystal Lake

Signature

Date: 12/1/15

I. Site Description

A. Provide a description of the project location (include latitude and longitude):

The work under this contract will be completed adjacent to Country Club Road and over Crystal Creek in Crystal Lake, McHenry County, IL. 42° 13' 33" N, 88° 20' 24" W to 42° 13' 41" N, 88° 20' 41" W

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

1) Installation of erosion and sediment control measures.
2) Removal of existing sidewalk and aggregate shoulder and earthwork required for grading.
3) Construction of paved shoulder, paved path, pedestrian bridge abutments and superstructure.
4) Perform earthwork to install topsoil, seeding and blanket for vegetated areas.
5) Removal of temporary erosion and sediment control measures.

C. Provide the estimated duration of this project:

2 months

D. The total area of the construction site is estimated to be 2.0 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.9 acres.

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

0.70

F. List all soils found within project boundaries. Include map unit name, slope information and erosivity:

1) 223B - Varna Silt Loam (2-4% slopes, K=0.32)
2) 232A - Ashkum Silty Clay Loam (0-2% slopes, K=0.20)
3) 290A- Warsaw Loam (0-2% Slopes, K=0.28)
4) 290B - Warsaw Loam (2-4% slopes, K=0.28)
5) 488A - Hooppole Loam (0-2% slopes, K=0.20)
6) 528A - Lahoguess Loam (0-2% slopes, K=0.28)

G. Provide an aerial extent of wetland acreage at the site:

0.11 acres

H. Provide a description of potentially erosive areas associated with this project:

The banks along the creek are potentially erosive areas. The proposed bridge spans the Waters of the U.S. boundary and the banks to avoid this area.

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

Soil disturbance will be limited to shallow excavation for the multi-use path and related drainage ditching and excavation for storm sewer adjustments. Near Crystal Creek, excavation for the footings will isolated to a small area. Slopes are generally less than 5%.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent off site sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

City of Crystal Lake

L. The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.

City of Crystal Lake

M. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Crystal Creek (the outlet of Crystal Lake) is the receiving water of the site. Crystal Creek ultimately flows into the Fox River.

N. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

Crystal Creek is to be protected. The proposed bridge spans the Waters of the U.S. boundary. No work is planned in the creek.

O. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- [x] Floodplain
- [ ] Wetland Riparian
- [ ] Threatened and Endangered Species
- [ ] Historic Preservation
- [ ] 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- [ ] Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity, or siltation
- [ ] Applicable Federal, Tribal, State or Local Programs
- [ ] Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

N/A

a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

N/A

b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

N/A

c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

N/A

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

N/A

2. TMDL (fill out this section if checked above)

a. The name(s) of the listed water body:

N/A

b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

N/A

c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet the allocation:

N/A

P. The following pollutants of concern will be associated with this construction project:

☒ Soil Sediment	☒ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
☒ Concrete	☒ Antifreeze / Coolants
☒ Concrete Truck waste	☒ Waste water from cleaning construction equipment
☒ Concrete Curing Compounds	☐ Other (specify) _____
☒ Solid waste Debris	☐ Other (specify) _____
☒ Paints	☐ Other (specify) _____
☐ Solvents	☐ Other (specify) _____
☒ Fertilizers / Pesticides	☐ Other (specify) _____

II. Controls

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. **Erosion and Sediment Controls:** At a minimum, controls must be coordinated, installed, and maintained to:
   1. Minimize the amount of soil exposed during construction activity;
   2. Minimize the disturbance of steep slopes;
   3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
   4. Minimize soil compaction and, unless infeasible, preserve topsoil.

B. **Stabilization Practices:** Provided below is a description of interim and permanent stabilization practices, including

site- specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(B)(1) and II(B)(2), stabilization measures shall be initiated **immediately** where construction activities have temporarily or permanently ceased, but in no case more than **one (1) day** after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

1. Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
2. On areas where construction activity has temporarily ceased and will resume after fourteen (14) days, a temporary stabilization method can be used.

The following stabilization practices will be used for this project:

- ☒ Preservation of Mature Vegetation
- ☐ Vegetated Buffer Strips
- ☒ Protection of Trees
- ☐ Temporary Erosion Control Seeding
- ☐ Temporary Turf (Seeding, Class 7)
- ☐ Temporary Mulching
- ☒ Permanent Seeding
- ☒ Erosion Control Blanket / Mulching
- ☐ Sodding
- ☐ Geotextiles
- ☐ Other (specify) _____
- ☐ Other (specify) _____
- ☐ Other (specify) _____
- ☐ Other (specify) _____

Describe how the stabilization practices listed above will be utilized during construction:

Tree protection and root pruning will be utilized to protect the trees along the Crystal Lake Country Club property. Pay items for this work are a part of the contract.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

After the path and shoulder is constructed and the existing sidewalk removed, the area will be seeded and covered with erosion control blanket.

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

The following stabilization practices will be used for this project:

- ☒ Perimeter Erosion Barrier
- ☐ Temporary Ditch Check
- ☒ Storm Drain Inlet Protection
- ☐ Sediment Trap
- ☐ Temporary Pipe Slope Drain
- ☐ Temporary Sediment Basin
- ☐ Temporary Stream Crossing
- ☐ Stabilized Construction Exits
- ☐ Turf Reinforcement Mats
- ☐ Permanent Check Dams
- ☐ Permanent Sediment Basin
- ☐ Aggregate Ditch
- ☐ Rock Outlet Protection
- ☐ Riprap
- ☐ Gabions
- ☐ Slope Mattress
- ☐ Retaining Walls
- ☐ Slope Walls
- ☐ Concrete Revetment Mats
- ☐ Level Spreaders
- ☐ Other (specify) _____
- ☐ Other (specify) _____
- ☐ Other (specify) _____
- ☐ Other (specify) _____

☐ Paved Ditch ☐ Other (specify) _____

Describe how the structural practices listed above will be utilized during construction:

Perimeter Erosion Barrier will be installed and existing storm sewer inlets will be protected prior to commencing any earth excavation activities and will remain in place during construction. New storm sewer inlets will protected upon installation.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Structural practices will remain in place until all disturbed soil surfaces have been stabilized the grass turf has been established.

D. **Treatment Chemicals**

Will polymer flocculents or treatment chemicals be utilized on this project: ☐ Yes ☒ No

If yes above, identify where and how polymer flocculents or treatment chemicals will be utilized on this project.

E. **Permanent Storm Water Management Controls:** Provided below is a description of measures that will be installed during the construction process to control volume and pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water act.

1. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

   The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design & Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.
2. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of permanent storm water management controls:

No permanent stormwater management controls are required for this project.

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

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

McHenry County Stormwater Management Ordinance
Crystal Lake Stormwater Ordinance

G. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization time frame
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operations
- Time frame for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
    - Vehicle Entrances and Exits - Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
    - Material delivery, Storage, and Use - Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
    - Stockpile Management - Identify the location of both on-site and off-site stockpiles. Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
    - Waste Disposal - Discuss methods of waste disposal that will be used for this project.
    - Spill Prevention and Control - Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.).
    - Concrete Residuals and Washout Wastes - Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
    - Litter Management - Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
    - Vehicle and Equipment Cleaning and Maintenance - Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
    - Dewatering Activities - Identify the controls which will be used during dewatering operations to ensure sediments will not leave the construction site.
    - Polymer Flocculants and Treatment Chemicals - Identify the use and dosage of treatment chemicals and provide the Resident Engineer with Material Safety Data Sheets. Describe procedures on how the chemicals will be used and identify who will be responsible for the use and application of these chemicals. The selected individual must be trained on the established procedures.
    - Additional measures indicated in the plan.

III. Maintenance

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

IV. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm or by the end of the following business or work day that is 0.5 inch or greater or equivalent snowfall.

Inspections may be reduced to once per month when construction activities have ceased due to frozen conditions. Weekly inspections will recommence when construction activities are conducted, or if there is 0.5" or greater rain event, or a discharge due to snowmelt occurs.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by e-mail at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

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

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

Additional Inspections Required:

V. Failure to Comply

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

Illinois Department of Transportation

Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.G of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractors/subcontractor completing this form.

Route	Marked Route	Section
	Country Club Road	14-00122-00-BT

Project Number	County	Contract Number
SRTS-4009(276)	McHENRY	61B66

This certification statement is a part of SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

☐ Contractor

☐ Sub-Contractor

Print Name	Signature

Title	Date

Name of Firm	Telephone

Street Address	City/State/Zip

Items which the Contractor/subcontractor will be responsible for as required in Section II.G. of SWPPP:

rubino
ENGINEERING INC.

REPORT TRANSMITTAL

December 5th, 2014

To: Michael P. Magnuson, P.E., P.T.O.E., A.V.S.
Alfred Benesch & Company
205 North Michigan Avenue, Suite 2400
Chicago, IL 60601
Phone: 312.565.0450
Fax: 312.565.2497
Mobile: 312.672.9479

Via email: mmagnuson@benesch.com

Re: **Geotechnical Engineering Services Report**
Proposed Country Club Road Bike Path
Country Club Road
Crystal Lake, Illinois

Rubino Report No. G14.091

Dear Mr. Magnuson,

Rubino Engineering, Inc. (Rubino) is pleased to submit our Geotechnical Engineering Services Report for the proposed Country Club Road Bike Path in Crystal Lake, Illinois.

Report Description

Enclosed is the Geotechnical Services Report including results of field and laboratory testing, as well as recommendations for foundation design and general site development.

Authorization and Correspondence History

- Rubino Proposal No. Q14.289g dated November 7th, 2014; Signed and authorized by Michael P. Magnuson of Alfred Benesch & Company.

Closing

Rubino appreciates the opportunity to provide geotechnical services for this project and we look forward to continued participation during the design and in future construction phases of this project.

If you have questions pertaining to this report, or if Rubino may be of further service, please contact our office at (847) 931-1555.

Respectfully submitted,

RUBINO ENGINEERING, INC.

Blake Sloan, EI
Staff Engineer
Blake.sloan@rubinoeng.com

Michelle A. Lipinski, PE
President
michelle.lipinski@rubinoeng.com

MAL/file/ Enclosures

Geotechnical Engineering Services Report

COUNTRY CLUB ROAD BIKE PATH

COUNTRY CLUB ROAD
CRYSTAL LAKE, ILLINOIS

RUBINO REPORT NO. G14.091

PREPARED BY:

BLAKE SLOAN, EI
STAFF ENGINEER

rubino
ENGINEERING INC.

Michelle A. Lipinski, PE
President
IL No. 062-061241, Exp. 11/30/15

PREPARED FOR:

ALFRED BENESCH & COMPANY
1991230 EAST DIEHL ROAD, SUITE 109
NAPERVILLE, IL 60563

DECEMBER 5TH ,2014

TABLE OF CONTENTS

PROJECT INFORMATION

Rubino understands that Alfred Benesch & Company is planning to construct a new multiuse path along Country Club Road in Crystal Lake, Illinois.

Documents received:

- RFP Email from Michael P. Magnuson of Alfred Benesch & Company on 11/4/14
- "Country Club Rd Boring Locations" - prepared by Alfred Benesch & Company.

Bridge Abutment Loads received in an email from Michael Magnuson on 12/8/14:

- *This report is based on the following: Dead Load = 20,000 psf and Live Load = 27,000 psf*

The geotechnical recommendations presented in this report are based on the available project information, and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

Purpose/Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare geotechnical recommendations for engineering design and construction of the Country Club Road Bike Path.

Rubino's scope of services included the following drilling program:

Number of Borings	Depth (feet BEG*)	Location
3	10	Bike Path (B-01,B-02 and B-05)
1	25	West Bridge Abutment (B-03)
1	25	East Bridge Abutment

*BEG = below existing grade

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.

This report briefly outlines the following:

- *Summary of client-provided project information and report basis*
- *Overview of encountered subsurface conditions*
- *Overview of field and laboratory tests performed including results*
- *Geotechnical recommendations pertaining to subgrade preparation and stability for new bike path pavement*
- *Geotechnical recommendations pertaining to foundations, including design capacity and estimated settlement*

- *Construction considerations, including temporary excavation and construction control of water*

Drilling, Field and Laboratory Testing Procedures

Alfred Benesch & Company selected the number of borings and the boring depths. Alfred Benesch & Company located the borings in the field by measuring distances from known fixed site features. The borings were advanced utilizing 2 ¼ inch inside-diameter, hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix A of this report.

- *Field Penetration Tests and Split-Barrel Sampling of Soils*
- *Water Level Measurements*
- *Laboratory Determination of Water (Moisture) Content of Soil by Mass*

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

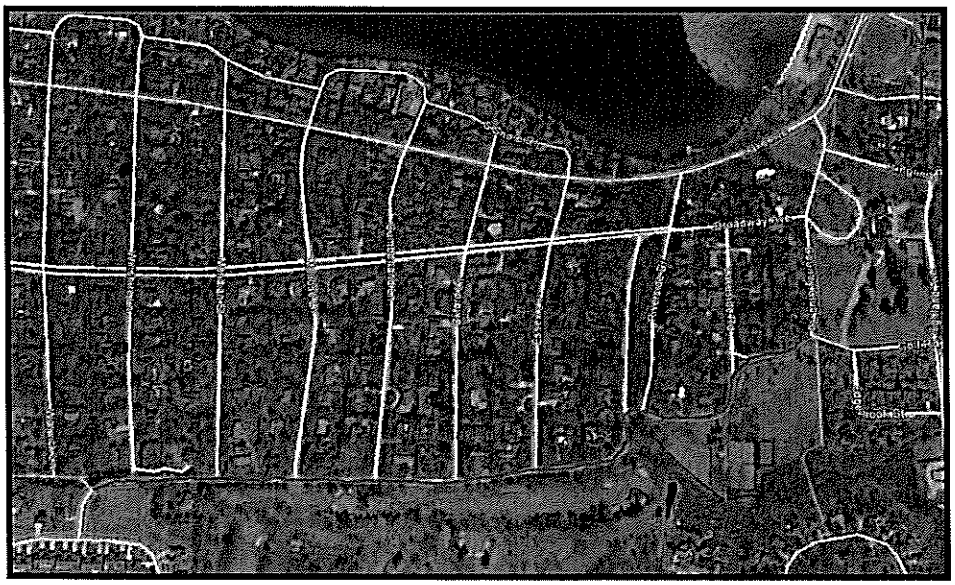
SITE AND SUBSURFACE CONDITIONS

Site Location and Description

The general site location of exploration included the right of way south of Country Club Road from Golf Road to Wedgewood Drive in Crystal Lake, Illinois.

- Eastern Project Limit Latitude / Longitude (Golf Road): 42° 13' 41"N / 88° 20' 41"W
- Western Project Limit Latitude / Longitude (Wedgewood Drive): 42° 13' 31"N / 88° 20' 25"W

The soil borings were taken within grassy areas and the map below shows the general site location:



Subsurface Conditions

Below the existing topsoil, subsurface conditions generally consisted of silty clay soils and sand soils.

- The **native silty clay soils** generally had a medium stiff to hard consistency with surficial softer soils present near the east bridge abutment.
- The **native sand soils** generally had a loose to medium dense relative density.

Field and laboratory test results are summarized in the following table:

Depth Range (ft)	Soil Description	SPT N-values (blows per foot)	Moisture Content (%)	Organic Content (%)	Estimated Shear Strength (psf) / Friction Angle (deg)
Bike Path (B–01, B-02 and B-05)					
0 – 4	TOPSOIL: silty clay	9	29 - 41	8 - 11	n/a
1 - 10	Medium stiff to hard silty CLAY	6 – 34	9 – 20	n/a	900 – 3,000
4 - 10	Loose to medium loose SAND	9 - 12	n/a	n/a	29° - 31°
West Bridge Abutment (B-03)					
0 - 4½	TOPSOIL: silty clay	6 - 7	16 - 25	8	n/a
4½ - 6½	SAND	n/a	n/a	n/a	n/a
6½ - 25	Medium stiff to stiff silty CLAY	7 - 14	10 - 12	n/a	1,000 – 2,000
East Bridge Abutment (B-04)					
0 - 4½	TOPSOIL: silty clay	14	20	8	n/a
4½ - 6½	Very soft silty CLAY	0	23	3	0
6½ - 25	Stiff silty CLAY	7 - 9	11 - 13	n/a	1,000 – 1,250

The native soils were visually classified as silty clay (CL) and gravelly sand (SP) according to the Unified Soil Classification System (USCS).

Estimated shear strength of coarse grained and fine grained soils is based on empirical correlations using N-values, moisture content, and unconfined compressive strength.

The thicknesses above are based on visual observation and are therefore approximate. The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

Groundwater Conditions

The following table outlines areas where Groundwater was observed to collect within the soil borings:

LOCATION	GROUNDWATER DEPTH DURING DRILLING (FT)	GROUNDWATER DEPTH UPON COMPLETION (FT)
East Bridge Abutment (B-04)	n/a	16½

It should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

EVALUATION AND RECOMMENDATIONS

Geotechnical Design and Construction Considerations

The main geotechnical design and construction considerations at this site are:

- In general, the medium stiff to stiff silty clay soils are considered suitable to support the proposed **bridge abutments**. See the Foundation Recommendations section for more information.
- **Topsoil** was observed in the soil borings at depths approximately 1 to 4½ feet below existing grade.
- Fine-grained soils such as silts and clays are highly **susceptible to moisture fluctuation** and can become unstable when exposed to freeze/thaw cycles, additional moisture such as precipitation, and construction traffic.
    - Exposed soils with moisture contents greater than 25% are more likely to fail a proofroll, especially when exposed to additional moisture or construction traffic.
- Subbase stone is an important part of the pavement structure and should be incorporated into the new pavement design.
    - New subbase stone should be placed as soon as possible after the subgrade passes proofrolling and density testing. Rain and construction traffic can affect the subgrade stability.
- **Periodic maintenance** of the pavement should be anticipated. This should include sealing of cracks and joints and maintenance of proper surface drainage to avoid ponding of water on or near the pavement area.
    - Positive drainage of the subgrade soils combined with interceptor drains and positive surface drainage will help the life expectancy of the new pavement section.
- During subgrade preparation, Rubino recommends that one of our representatives be onsite for typical observations and documentation of proofrolling/proof-compacting of the pavement sub base and reworking of the unsuitable fill materials, if applicable.

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project

criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

Organic Soils Discussion

The following table outlines areas where organic soils were observed within the soil borings:

LOCATION	DEPTH (FT)	ORGANIC CONTENT (%)
Bike Path (B-02)	0 - 4	11

Organic soils are defined as soils containing greater than 10% organic matter typically consisting of decomposed plant material accumulated under conditions of excessive moisture. Organic soils are dark colored in nature and may exhibit the odor of decaying vegetation. Organic soils can later cause settlement or stability problems. If encountered during construction, Rubino recommends that organic soils be removed and replaced with a compacted and documented engineered fill.

Dewatering

Dewatering may be necessary during excavation of saturated soils due to presence of sand seams or other conditions not apparent at the time of drilling. Shoring or trench boxes may be required where the soils are saturated. Please reference the groundwater elevations on the attached boring logs and in the *Groundwater Conditions* section of this report.

Bike Path Pavement Subgrade Preparation

Topsoil should be removed prior to preparing the subgrade for the proposed bike paths. Additionally, prior to paving, the prepared subgrade should be proofrolled using a loaded tandem axle dump truck or similar type of pneumatic tired equipment with a minimum gross weight of 6 tons per single axle.

Localized soft areas identified should be repaired prior to paving. Moisture content of the subgrade be maintained between -2% and +3% of the optimum at the time of paving. It may require rework when the subgrade is either desiccated or wet.

Areas of low support or soft spots should be tested with either a Static Cone Penetrometer (SCP) or Dynamic Cone Penetrometer (DCP). The results of the DCP or SCP tests should be evaluated according to IDOT's Subgrade Stability Manual, to determine the necessary depth of corrective action.

Construction traffic should be minimized to prevent unnecessary disturbance of the pavement subgrade. Disturbed areas, as documented in the field by Rubino, should be removed and replaced with properly compacted material.

Fill Materials

The proposed grades for the new bike path are anticipated to be near the existing grades, and areas of significant cut and fill are not anticipated. Where the proposed grade is to be raised and fill

materials are required, the fill materials for embankment construction must conform to the requirement of Section 205 of the, "Standard Specifications for Road and Bridge Construction," adopted by the Illinois Department of Transportation, January 1, 2012.

Table 6-1
Requirements of Borrow Soils for the Top 600 mm (24 in.) Subgrade.

REQUIRED TEST	AASHTO METHOD	PERMISSIBLE LIMIT
SDD (at OMC)	T 99 (Method C)	1,450 kg/m³ (90 pcf) min. *
Organic Content	T 194	10 % max.
Percent Silt and Fine Sand	T 88	65 % max. **
PI	T 90	12 % min. **
LL	T 89	50 % max.
Shear Strength (c) at 95 % SDD	T 208 or T 234	50 kPa (1,000 psf) min.***
SO_3****	ASTM C 618	5 % max.

* As per Standard Specifications.
** Frost susceptibility criteria.
*** For engineered embankments which are 4.5 m (15 ft) in height or greater.
**** Only for CCB.

Bridging Activities

Potentially unstable soil should be tested with a static cone penetrometer and treated in accordance with Article 301.04 of the standard specifications and undercut guidelines in the IDOT Subgrade Stability Manual.

If unsuitable soils are removed and the area is still wet or unstable, the underlying soils may be stabilized by "walking-in" consecutive layers of approximately 6 inches of 3-inch stone placed on the subgrade until the voids of the 3-inch stone are filled with the soft soil. Construction grades may then be established using CA-6 stone, or the native soils following moisture conditioning. A layer of geotextile should be placed between the 3-inch stone / clay mixture and an open-graded stone, if applicable.

Subgrade Stability Recommendations

Subgrade soils with N-values less than 8 and moisture contents greater than 25% are more likely to fail a proofroll in the field. The bike path may be proofrolled with a lighter load than a conventional roadway. For planning purposes, the subgrade soils in the following borings may need stabilization with stone:

LOCATION	BORING NO.	ESTIMATED UNDERCUT THICKNESS (IN)*
Bike Path	B–02	6 – 12
West Bridge Abutment	B–03	**12 – 18**
East Bridge Abutment	B–04	0 – 6
Bike Path	B–05	6 - 12

The soils should be evaluated in the field using proofrolling and penetrometer testing per the IDOT Subgrade Stability Manual dated May 1, 2005. The recommendations located in this report are based on the data obtained at each particular soil boring location. Soil stability may vary in the field between the borings and could be affected by the weather at the time of construction.

Subbase Stone

Rubino recommends that a consistent subbase thickness be placed as part of the construction. Where the soil needs to be amended, additional stone can be placed which would increase the subbase stone thickness. The granular base course should be built at least 2 feet wider than the pavement on each side to support the tracks of the slipform paver. This extra width is structurally beneficial for wheel loads applied at pavement edge.

An IDOT CA-6 aggregate base rock (IDOT Specifications Handbook, Sec. 1004.1) can be used under the asphalt or concrete pavements. The material should be placed and compacted as discussed in the Fill Materials section of this report.

If CA-6 is used full depth, Rubino recommends a drainage system be designed to keep water out of the base material since CA-6 contains fines which could become unstable when saturated.

Foundation Recommendations

Design – Soil Bearing Pressure

The proposed bridge structure abutments can be supported on shallow, spread footing foundations. As discussed previously, Rubino recommends that foundations extend through undocumented fill soils or softer organic soils and be supported on the medium stiff to very stiff silty clay soils, or compacted and documented structural fill.

Maximum net allowable soil bearing pressures based on dead load plus design live load:

LOCATION	ELEVATION (FT)	MAX NET ALLOWABLE BEARING PRESSURE (STRIP FOOTING)
Bridge Abutments	882 - 884	2,000 psf Brown silty clay $Q_u \geq 1.0$ tsf

Different bearing pressures are given for continuous / strip footings vs. square footings due to the difference in the shape factor applied to the *Terzaghi-Meyerhof* general bearing capacity equation as follows:

Continuous Footing: $q_{ult} = cN_c + \frac{1}{2}\gamma_t B N_\gamma + \gamma_t D_f N_q$

c = *cohesion / shear strength*
N_c, N_γ, N_q = *Terzaghi Bearing Capacity Factors*
γ_t = *total density*
B = *Footing width*
D_f = *Depth to bottom of footing*

The net allowable soil bearing pressure is based on dead load plus design live load and represents the pressure that is in excess of the minimum surrounding overburden pressure at the footing base elevation.

Design / Construction – Frost Protection

Abutment footings should be located at a depth of at least 3 ½ feet below the final exterior grades to provide adequate frost protection.

Design – Settlement Estimate

Based on the known subsurface conditions, laboratory testing, and past experience, Rubino anticipates that properly designed and constructed footings supported on the recommended, observed and documented natural soils, or properly compacted structural fill should experience maximum total settlement of less than 1 inch.

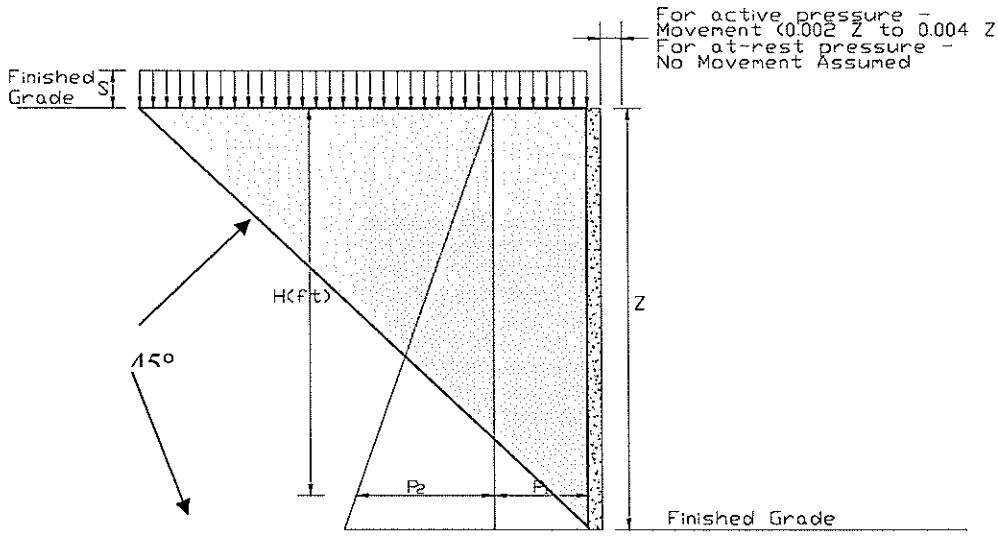
Once the loads are finalized, please notify Rubino so that we can perform a more defined settlement analysis.

Lateral Earth Pressure

Walls with unbalanced backfill levels on opposite sides, such as below-grade walls, should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by the structural design of the walls, conditions of wall restraint, methods of construction and/or compaction and the strength of the materials being restrained. Recommended parameters for use in below grade walls are as follows:

EARTH PRESSURE CONDITIONS	COEFFICIENT FOR BACKFILL TYPE IN SHADED AREA	EQUIVALENT FLUID PRESSURE (PCF)	SURCHARGE PRESSURE P1 (psf)	EARTH PRESSURE P2 (psf)
Active (K_a)	Granular – 0.35	44	(0.35)S	(44)H
	Clay – 0.36	45	(0.36)S	(45)H
At-Rest (K_o)	Granular – 0.51	64	(0.51)S	(64)H
	Clay – 0.53	67	(0.53)S	(67)H
Passive (K_p)	Granular – 2.9	363	-	-
	Clay – 2.8	350	-	-

EARTH PRESSURE COEFFICIENTS



Lateral earth pressure is developed from the soils present within a wedge formed by the vertical below-grade wall and an imaginary line extending up and away from the bottom of the wall at an approximate 45° angle.

The following equations were used to calculate the earth pressure coefficients "k".

At-Rest:	$k_o = 1 - \sin\phi$	If the walls are rigidly attached to the structure and not free to rotate or deflect at the top such as shallow tunnels
Active:	$k_a = \tan^2(45 - \frac{\phi}{2})$	Walls that are permitted to rotate and deflect at the top
Passive:	$k_p = \tan^2(45 + \frac{\phi}{2})$	Passive pressure should be determined using a factor of safety of 2.0

Conditions applicable to the above conditions include:

- For active earth pressure, wall must rotate about base, with top lateral movements 0.002Z to 0.004Z, where Z is the wall height
- For passive earth pressure, wall must move horizontally to mobilize resistance
- Uniform surcharge, where S is surcharge pressure
- In-situ soil backfill weight a maximum of 130 pcf for lean clay and 125 pcf for granular soils
- Horizontal backfill, compacted to at least 95% of standard Proctor maximum dry density
- Loading from heavy compaction equipment not included
- No groundwater acting on wall
- No safety factor included
- Ignore passive pressure frost depth zone
- The minimum factor of safety for overturning and sliding analysis is 1.5

Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For granular values to be valid, the granular backfill must extend out from base of the wall at an angle of at least 45 and 60 degrees from vertical for the active and passive cases, respectively.

To calculate the resistance to sliding, a value of 0.33 should be used as the allowable coefficient of

friction between the footing and the underlying silty clay soils.

Equivalent Fluid Pressure

The values presented above were calculated based on positive foundation drainage is provided to prevent the buildup of hydrostatic pressure. Please refer to the following bullet points as they pertain to equivalent fluid pressure.

- An "equivalent fluid" pressure can be obtained from the above chart by multiplying the appropriate K-factor times the total unit weight of the stone fill. This applies to unsaturated conditions only.

- If a saturated "equivalent fluid" pressure is needed, the effective unit weight (total unit weight minus unit weight of water) should be multiplied times the appropriate K-factor and the unit weight of water added to that resultant.

- Rubino does not recommend that earth retaining walls be designed with a hydrostatic load. Instead, drainage should be provided to relieve the pressure.

In specific design cases where water is allowed to build up on the below-grade wall structure, the hydrostatic load correlating to the maximum height of the water build up should be added to the lateral loads acting on the wall.

Seismicity

The 2003 International Building Code requires a site class for the calculation of earthquake design forces. This class is a function of soil type (i.e., depth of soil and strata types). Based on the estimated depth to rock and the estimated shear strength of the soil at the boring locations, Site Class "D" is recommended. This site class is recommended based on Rubino's opinion and experience in the area that the consistency of the soils below the depth explored remain consistent or improve in density. Actual determination of soil properties to a depth of 100 feet was beyond the scope of this project. The USGS-NEHRP probabilistic ground motion values near latitude 42.2269° and longitude –88.3478° are as follows:

PERIOD (SECONDS	2% PROBABILITY OF EVENT IN 50 YEARS * (%G)	SITE COEFFICIENT F_A	SITE COEFFICIENT F_V	SITE COEFFICIENTS	
0.2 (S_s)	16.2	1.6	---	$S_{M1} = F_v S_1$	0.13
1.0 (S_1)	5.6	---	2.4	$S_{D1} = \frac{2}{3} S_{M1}$	0.09

* At the nearest grid point (lat: 42.2, long: -88.3)

The Site Coefficients, F_a and F_v were interpolated for IBC 2003 Tables 1615.1.2(1) and 1615.1.2(2) as a function of the site classifications and the mapped spectral response acceleration at the short (S_s) and 1 second (S_1) periods.

CLOSING

The recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Alfred Benesch & Company for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Rubino should be notified immediately to determine if changes in the foundation recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air, on, or below or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Alfred Benesch & Company and their consultants for the specific application to the proposed Country Club Bike Path in Crystal Lake, Illinois.

APPENDIX A - DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

Penetration Tests and Split-Barrel Sampling of Soils

During the sampling procedure, Standard Penetration Tests (SPT's) were performed at regular intervals to obtain the standard penetration (N-value) of the soil. The results of the standard penetration test are used to estimate the relative strength and compressibility of the soil profile components through empirical correlations to the soils' relative density and consistency. The split-barrel sampler obtains a soil sample for classification purposes and laboratory testing, as appropriate for the type of soil obtained.

Water Level Measurements

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

Ground Surface Elevations

At this time, no site-specific elevations were available to Rubino. The depths indicated on the attached boring logs are relative to the existing ground surface for each individual boring at the time of the exploration. Copies of the boring logs are located in the Appendix of this report.

Water (Moisture) Content of Soil by Mass (Laboratory)

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.

Particle Size Analysis of Soils (Hydrometer)

The Particle Size Analysis of Soils determines the distribution of particle sizes in soils. The distribution of particle sizes larger than 75μm (retained on the No. 200 sieve) is determined by sieving, while the distribution of particle sizes smaller than 75μm is determined by a sedimentation process, using a hydrometer to secure the necessary data.

APPENDIX B - FOUNDATION CONSTRUCTION RECOMMENDATIONS

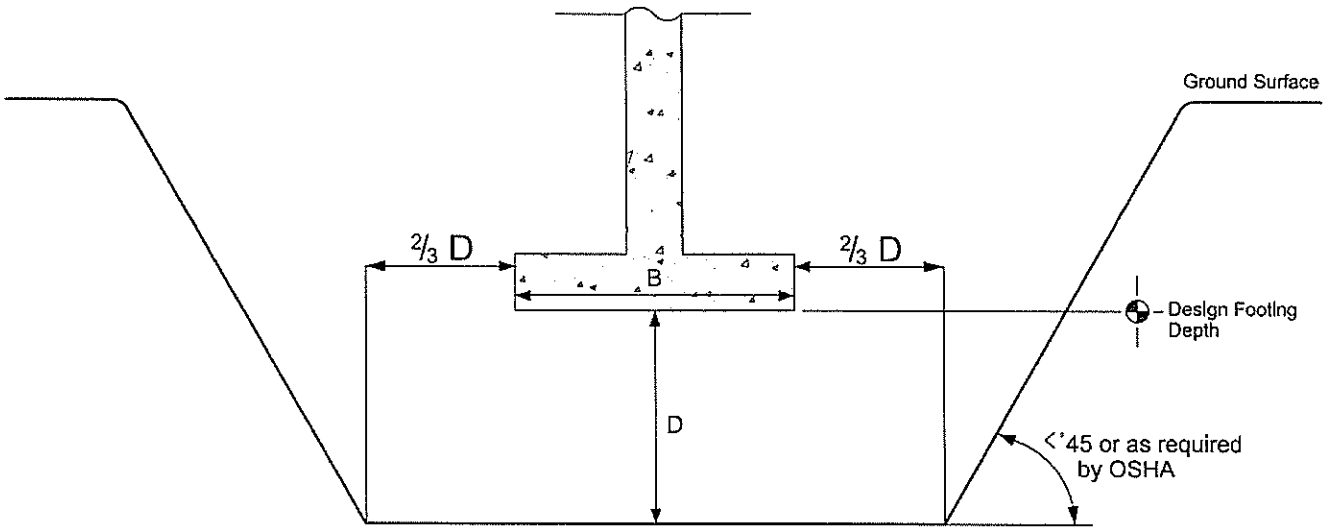
Rubino recommends that soils at footing design elevation be observed, documented, and tested by a representative of Rubino prior to concrete placement to evaluate the consistency of the soils in the field with the geotechnical report findings. The remedial procedures described in the following paragraph can be used to provide suitable foundation support where unsuitable material such as soft or loose soils, existing fill, or organic soils are encountered.

After opening, footing excavations should be observed and concrete placed as quickly as possible to avoid exposure of the footing bottoms to wetting and drying. Surface runoff water should be drained away from the excavations and not be allowed to pond. If possible, the foundation concrete should be placed during the same day the excavation is made. If it is required that footing excavations be left open for more than one day, the soils in the excavation should be protected to reduce evaporation or entry of moisture.

If unsuitable bearing soils are encountered in a footing excavation, the footing should be deepened to competent bearing soil and the footing could be lowered, or an over excavation and backfill procedure could be performed. If an over excavation and backfill procedure will be utilized, it would require widening the deepened excavation in all directions at least 8 inches beyond the edges of the footing for each 12 inches of over excavation depth (See "Over Excavation and Backfill Procedure" diagram below). The over excavation should then be backfilled in a maximum of 8-inches thick loose lifts with suitable granular fill material, such as ¾ -inch stone with fines (CA-6), compacted to at least 98% of the maximum Standard Proctor dry density (ASTM D 698).

Another alternative is to undercut and refill the unsuitable area with flowable mortar up to the design elevation of the footings. The flowable mortar would serve as a protection to the subgrade during construction of the foundations. In this case, widening the footings is not necessary.

Over Excavation and Backfill Procedure



* Drawing not to scale

APPENDIX C- REPORT LIMITATIONS

Subsurface Conditions:

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur, and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

Geotechnical Risk:

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

Warranty:

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

Federal Excavation Regulations:

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

APPENDIX D - *SOIL CLASSIFICATION GENERAL NOTES*

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted	PS:	Piston Sample
ST:	Thin-Walled Tube - 3" O.D., Unless otherwise noted	WS:	Wash Sample
PM:	Pressuremeter	HA:	Hand Auger
RB:	Rock Bit	HS:	Hollow Stem Auger
DB:	Diamond Bit - 4", N, B	BS:	Bulk Sample

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler (SS), except where noted.

WATER LEVEL MEASUREMENT SYMBOLS:

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short term observations.

DESCRIPTIVE SOIL CLASSIFICATION:

Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

CONSISTENCY OF FINE-GRAINED SOILS:

Unconfined Compressive Strength, Qu (tsf)	N-Blows/ft.	Consistency
< 0.25	< 2	Very Soft
0.25 - 0.5	2 - 4	Soft
0.5 - 1	4 - 8	Medium Stiff
1 - 2	8 - 15	Stiff
2 - 4	15 - 30	Very Stiff
4 - 8	30 - 50	Hard
> - 8	> 50	Very Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

N-Blows/ft.	Relative Density
0 - 3	Very Loose
4 - 9	Loose
10 - 29	Medium Dense
30 - 49	Dense
50 - 80	Very Dense
80+	Extremely Dense

RELATIVE PROPORTIONS OF SAND & GRAVEL

Descriptive Term	% of Dry Weight
Trace	< 15
With Modifier	15 - 29
	> 30

GRAIN SIZE TERMINOLOGY

Major Component	Size Range
Boulders	Over 12 in. (300mm)
Cobbles	12 in. To 3 in. (300mm to 75mm)
Gravel	3 in. To #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75mm to 0.75mm)

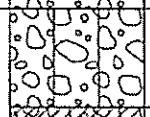
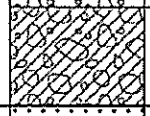
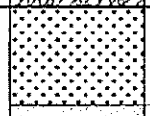
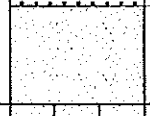
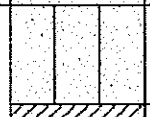
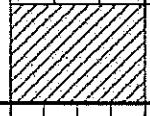
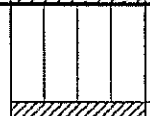
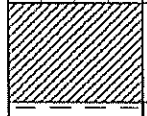
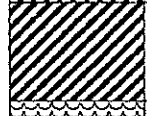
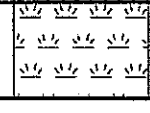
RELATIVE PROPORTIONS OF FINES

Descriptive Term	% of Dry Weight
Trace	< 5
With Modifier	5 - 12
	> 12

*Descriptive Terms apply to components also present in sample

SOIL CLASSIFICATION CHART

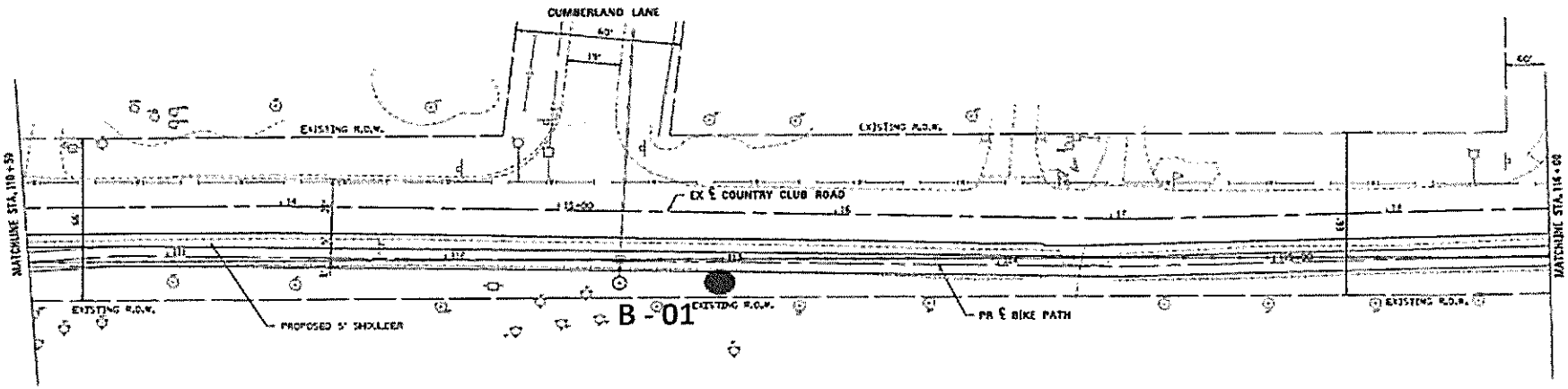
NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

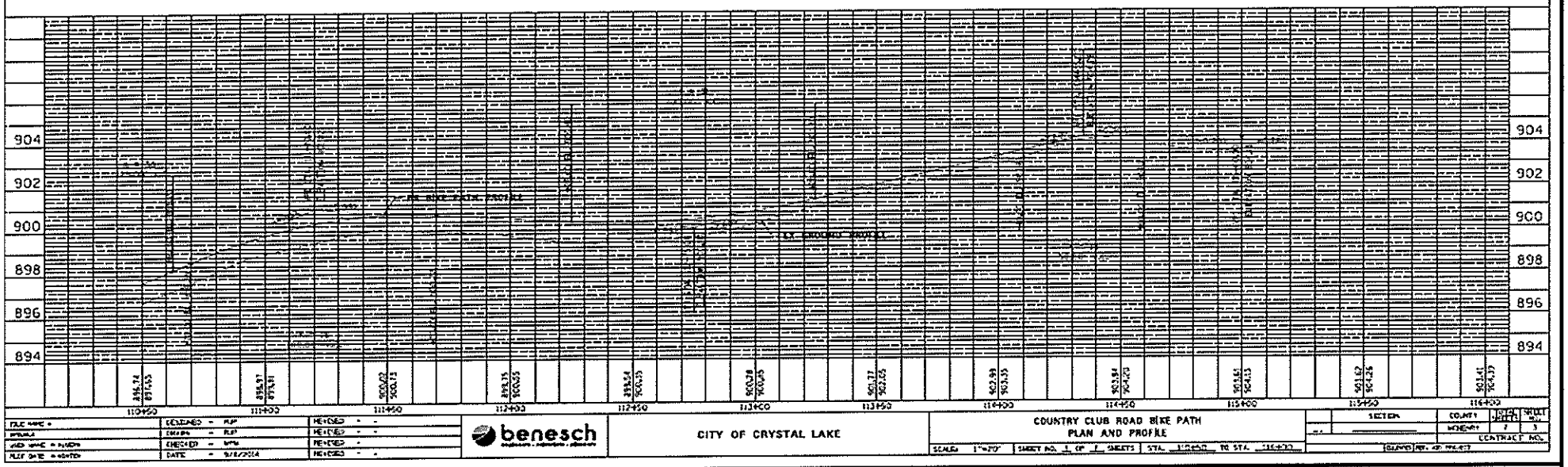
MAJOR DIVISIONS			SYMBOLS GRAPH	SYMBOLS LETTER	TYPICAL DESCRIPTIONS
COARSE GRAINED SOILS	GRAVEL AND GRAVELLY SOILS	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE	(LITTLE OR NO FINES)		GP	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
		GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE	SAND AND SANDY SOILS	CLEAN SANDS		SW	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE	(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
		SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
		(APPRECIABLE AMOUNT OF FINES)		SC	CLAYEY SANDS, SAND - CLAY MIXTURES
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
				CH	INORGANIC CLAYS OF HIGH PLASTICITY
				OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS				PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS

APPENDIX F – SITE VICINITY MAP & BORING LOCATION PLAN

rubino ENGINEERING INC. 665 Tollgate Rd. Unit H Elgin, Illinois 60123	**Project Name:** **Project Location:** **Client:** **Rubino Project # :**	Country Club Road Bike Path Country Club Road Crystal Lake, Illinois Alfred Benesch & Company G14.091	**Site Vicinity Map**

rubino ENGINEERING INC. **665 Tollgate Rd. Unit H** **Elgin, Illinois 60123**	**Project Name:** Country Club Road Bike Path **Project Location:** Country Club Road Crystal Lake, Illinois **Client:** Alfred Benesch & Company **Rubino Project # :** G14.091	**Boring Location Plan (1 of 5)**





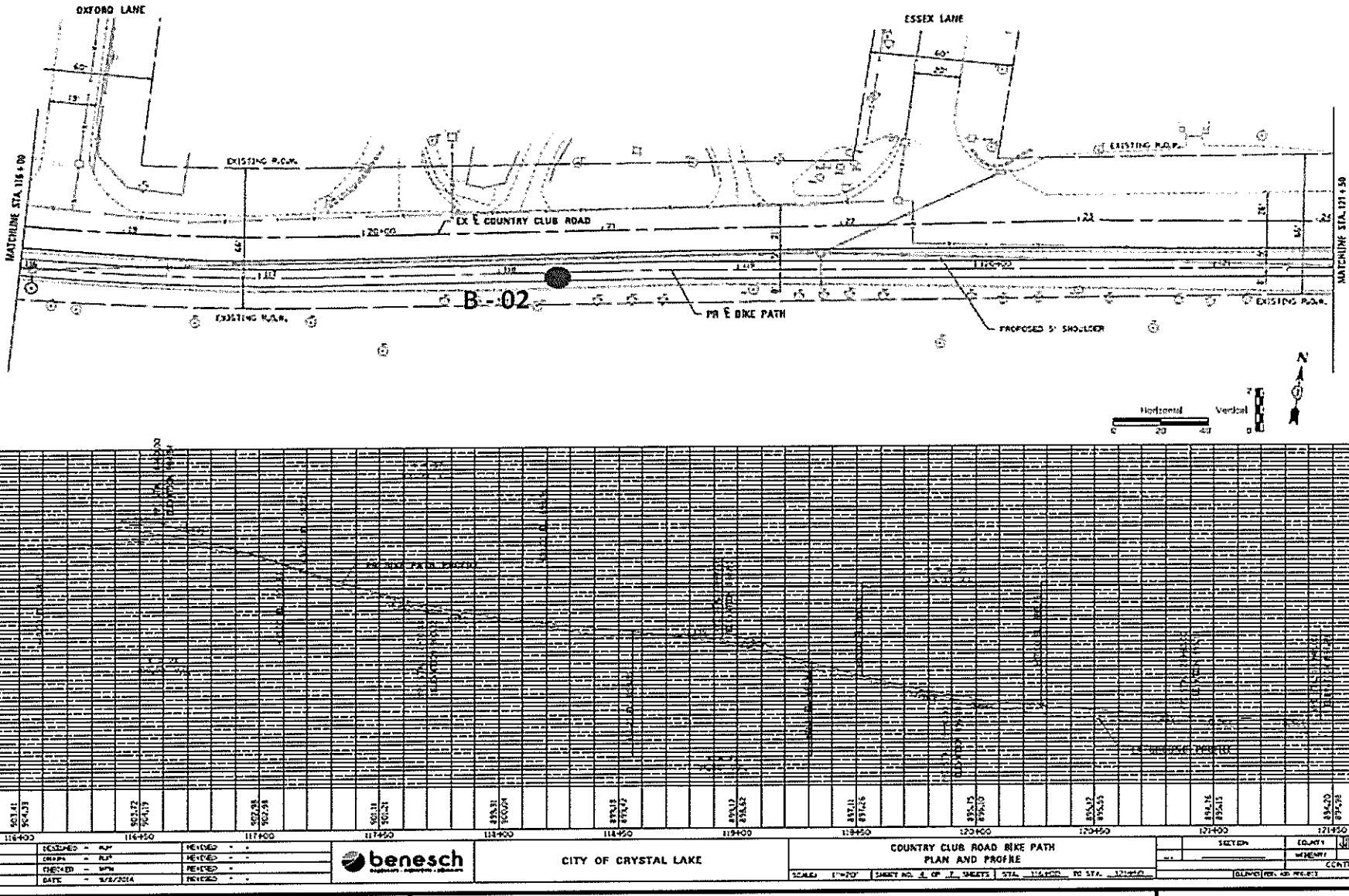
77

rubino ENGINEERING INC.

665 Tollgate Rd. Unit H
Elgin, Illinois 60123

Project Name:	Country Club Road Bike Path
Project Location:	Country Club Road
	Crystal Lake, Illinois
Client:	Alfred Benesch & Company
Rubino Project # :	G14.091

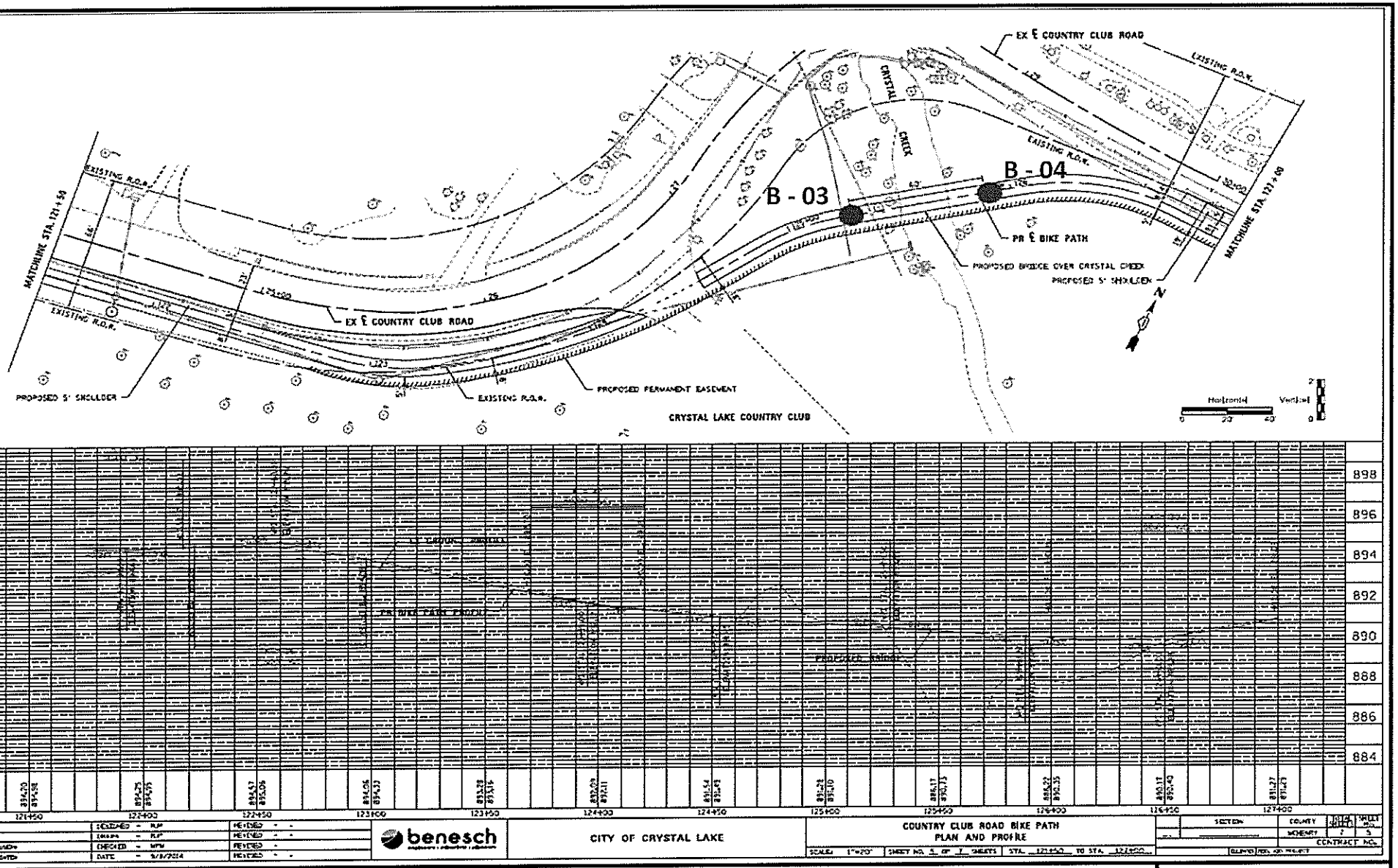
Boring Location Plan (2 of 5)



rubino ENGINEERING INC.
665 Tollgate Rd. Unit H
Elgin, Illinois 60123

Project Name:	Country Club Road Bike Path
Project Location:	Country Club Road Crystal Lake, Illinois
Client:	Alfred Benesch & Company
Rubino Project # :	G14.091

Boring Location Plan (3 of 5)



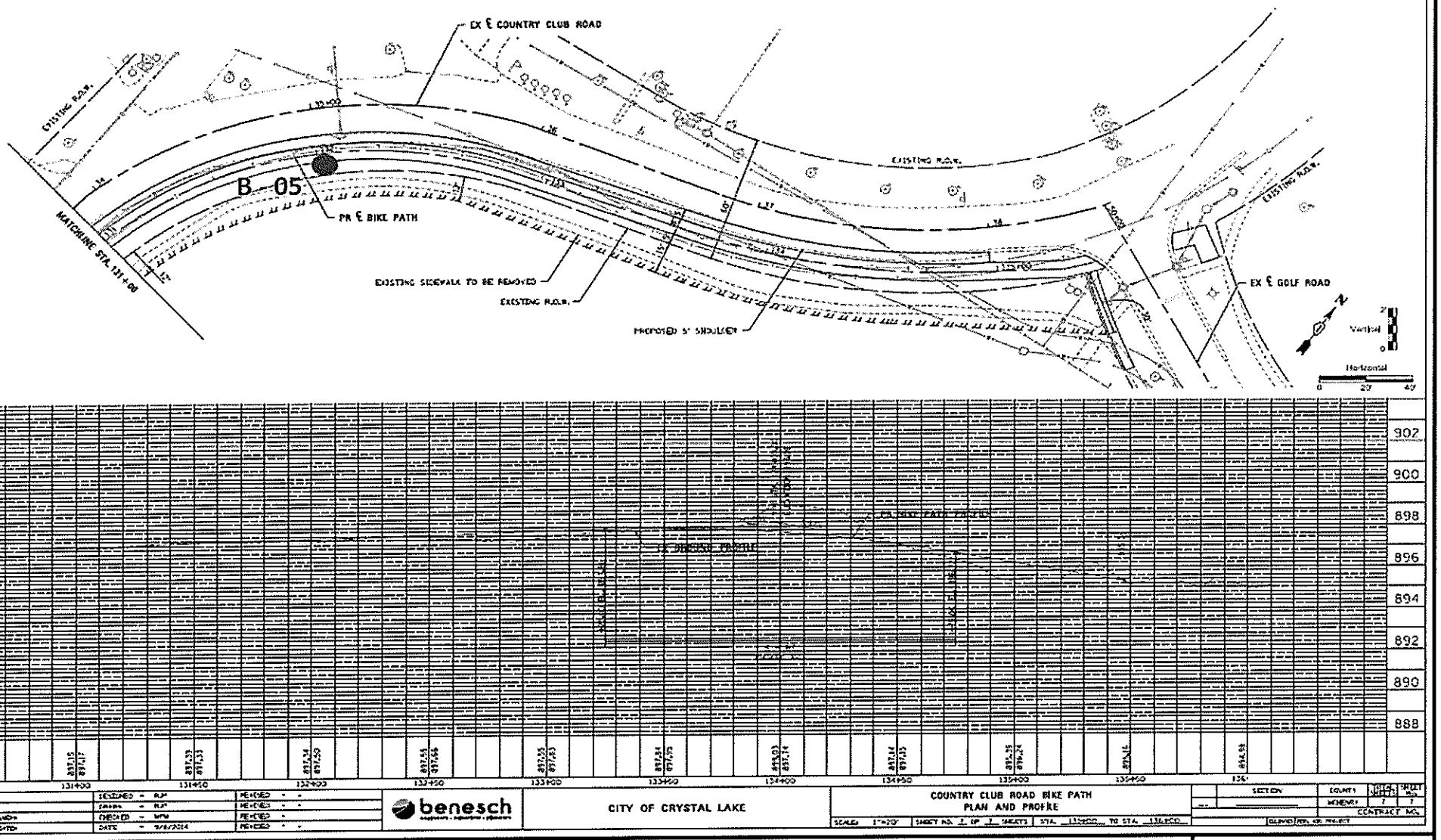
87

rubino ENGINEERING INC.

665 Tollgate Rd. Unit H
Elgin, Illinois 60123

Project Name:	Country Club Road Bike Path
Project Location:	Country Club Road Crystal Lake, Illinois
Client:	Alfred Benesch & Company
Rubino Project # :	G14.091

Boring Location Plan (4 of 5)



67

rubino
ENGINEERING INC.

665 Tollgate Rd. Unit H
Elgin, Illinois 60123

Project Name:	Country Club Road Bike Path
Project Location:	Country Club Road Crystal Lake, Illinois
Client:	Alfred Benesch & Company
Rubino Project # :	G14.091

Boring Location Plan (5 of 5)

APPENDIX G – BORING LOGS

rubino ENGINEERING INC.
Rubino Engineering, INC.
665 Tollgate Road Unit H
Elgin, Illinois 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-01

Rubino Job No.:	G14.091	Drilling Method:	2¼" Hollow Stem Auger
Project:	Country Club Road Bike Path	Sampling Method:	Split Spoon
Location:	Country Club Road	Hammer Type:	CME Automatic
City, State:	Crystal Lake, Illinois	Boring Location:	Country Club Road
Client:	Alfred Benesch & Company		Crystal Lake, Illinois

WATER LEVELS

While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA / STRENGTH, tsf	Additional Remarks
						Surface Elev.: 900.2 ft					
900	0					TOPSOIL: Black and brown silty clay with sand and gravel					
				1	12	Brown silty CLAY with sand and gravel; Medium stiff to hard		4,16,18 N=34	9		LL = 20 PL = 9
				2	12			14,7,5 N=12	9		
895	5						CL				
				3	12			1,3,2 N=5	11		
				4	12			3,4,5 N=9			
	10					Brown SAND, trace fines; Loose	SP				
						End of boring at 10 feet. No free groundwater was encountered during drilling operations.					

STANDARD PENETRATION TEST DATA: Moisture, PL, LL (0, 25, 50)
STRENGTH, tsf: Qu, Qp (0, 2.0, 4.0)

Completion Depth:	10.0 ft
Date Boring Started:	12/4/14
Date Boring Completed:	12/4/14
Logged By:	B.S.
Drilling Contractor:	G.T.C.

Sample Types:
Auger Cutting, Split-Spoon, Rock Core, Shelby Tube, Hand Auger, Texas Cone

Latitude:
Longitude:
Drill Rig: CME 550
Remarks: Bike Path

The stratification lines represent approximate boundaries. The transition may be gradual.

rubino ENGINEERING INC.
Rubino Engineering, INC.
665 Tollgate Road Unit H
Elgin, Illinois 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-02

Rubino Job No.:	G14.091	Drilling Method:	2¼" Hollow Stem Auger
Project:	Country Club Road Bike Path	Sampling Method:	Split Spoon
Location:	Country Club Road	Hammer Type:	CME Automatic
City, State:	Crystal Lake, Illinois	Boring Location:	Country Club Road
Client:	Alfred Benesch & Company		Crystal Lake, Illinois

WATER LEVELS

While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	Additional Remarks
	0					**Surface Elev.:** 899.4 ft				
				1	12	TOPSOIL: Black and brown clayey silt with sand and gravel		1,4,5 N=9	41	LL = 50 PL = 29 11% Organic Content
895	5			2	12	Brown and gray silty CLAY, trace sand and gravel; Medium stiff	CL	2,3,3 N=6	20	
				3	12	Gray silty CLAY, trace sand and gravel; Medium stiff to very stiff	CL	2,3,4 N=7	13	
890	10			4	12			5,7,10 N=17	17	
						End of boring at 10 feet. No free groundwater was encountered during drilling operations.				

STANDARD PENETRATION TEST DATA
Moisture; PL; LL; 0; 25; 50
STRENGTH, tsf
Qu; Qp; 0; 2.0; 4.0

Completion Depth:	10.0 ft
Date Boring Started:	12/4/14
Date Boring Completed:	12/4/14
Logged By:	B.S.
Drilling Contractor:	G.T.C.

Sample Types:
Auger Cutting; Split-Spoon; Rock Core; Shelby Tube; Hand Auger; Texas Cone

Latitude:
Longitude:
Drill Rig: CME 550
Remarks: Bike Path

The stratification lines represent approximate boundaries. The transition may be gradual.

rubino ENGINEERING INC.
Rubino Engineering, INC.
665 Tollgate Road Unit H
Elgin, Illinois 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-03

Rubino Job No.:	G14.091	Drilling Method:	2¼" Hollow Stem Auger
Project:	Country Club Road Bike Path	Sampling Method:	Split Spoon
Location:	Country Club Road	Hammer Type:	CME Automatic
City, State:	Crystal Lake, Illinois	Boring Location:	Country Club Road
Client:	Alfred Benesch & Company		Crystal Lake, Illinois

WATER LEVELS	
While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 891.2 ft

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA / STRENGTH, tsf	Additional Remarks
890	0			1	12	TOPSOIL: Black and brown silty clay with sand and gravel		3,3,4 N=7	25		LL = 36 PL = 20 8% Organic Content
				2	12			4,3,3 N=6	16		
	5					Brown SAND with gravel and fines	SP				
885				3	12	Brown silty CLAY with sand and gravel; Medium stiff to stiff		6,3,4 N=7	11		
				4	12			3,4,7 N=11	10		
	10										
880											
				5	18			4,5,7 N=12	11		
	15						CL				
875											
				6	18			4,5,7 N=12	11		
	20										
870											
				7	2			6,6,8 N=14	12		
	25					End of boring at 25 feet. No free groundwater was encountered during drilling operations.					

Completion Depth:	25.0 ft
Date Boring Started:	12/4/14
Date Boring Completed:	12/4/14
Logged By:	B.S.
Drilling Contractor:	G.T.C.

Sample Types:
Auger Cutting, Shelby Tube, Split-Spoon, Hand Auger, Rock Core, Texas Cone

Latitude:
Longitude:
Drill Rig: CME 550
Remarks: West Bridge Abundment

The stratification lines represent approximate boundaries. The transition may be gradual.

rubino ENGINEERING INC.
Rubino Engineering, INC.
665 Tollgate Road Unit H
Elgin, Illinois 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-04

Rubino Job No.:	G14.091	Drilling Method:	2¼" Hollow Stem Auger
Project:	Country Club Road Bike Path	Sampling Method:	Split Spoon
Location:	Country Club Road	Hammer Type:	CME Automatic
City, State:	Crystal Lake, Illinois	Boring Location:	Country Club Road
Client:	Alfred Benesch & Company		Crystal Lake, Illinois

WATER LEVELS

While Drilling	N/A
Upon Completion	16.5 FT
Delay	N/A

Station: N/A
Offset: N/A

Surface Elev.: 888.2 ft

Elevation (feet)	Depth, (feet)	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	Additional Remarks
	0	1	12	TOPSOIL: Black and brown silty clay with sand and gravel		3,7,7 N=14	20	8% Organic Content
885	5	2	18	Brown and gray silty CLAY, trace sand and gravel; Very soft	CL	0,0,0 N=0	23	3% Organic Content
		3	12	Brown silty CLAY with sand and gravel; Medium stiff to stiff		6,4,5 N=9	11	
880	10	4	18			3,4,5 N=9	13	
875	15	5	12		CL	3,4,5 N=9	13	
870	20	6	12			3,3,5 N=8	13	
865	25	7	12			2,3,4 N=7	12	
				End of boring at 25 feet.				

STANDARD PENETRATION TEST DATA
Moisture, PL, LL (0, 25, 50)
STRENGTH, tsf: Qu, Qp (0, 2.0, 4.0)

Completion Depth:	25.0 ft
Date Boring Started:	12/4/14
Date Boring Completed:	12/4/14
Logged By:	B.S.
Drilling Contractor:	G.T.C.

Sample Types:
Auger Cutting, Split-Spoon, Rock Core, Shelby Tube, Hand Auger, Texas Cone

Latitude:
Longitude:
Drill Rig: CME 550
Remarks: East Bridge Abundment

The stratification lines represent approximate boundaries. The transition may be gradual.

rubino ENGINEERING INC.
Rubino Engineering, INC.
665 Tollgate Road Unit H
Elgin, Illinois 60123
Telephone: 847-931-1555
Fax: 847-931-1560

LOG OF BORING B-05

Rubino Job No.:	G14.091	Drilling Method:	2¼" Hollow Stem Auger
Project:	Country Club Road Bike Path	Sampling Method:	Split Spoon
Location:	Country Club Road	Hammer Type:	CME Automatic
City, State:	Crystal Lake, Illinois	Boring Location:	Country Club Road
Client:	Alfred Benesch & Company		Crystal Lake, Illinois

WATER LEVELS

While Drilling	N/A
Upon Completion	N/A
Delay	N/A

Station: N/A
Offset: N/A

Elevation (feet)	Depth, (feet)	Graphic Log	Sample Type	Sample No.	Recovery (inches)	MATERIAL DESCRIPTION	USCS Classification	SPT Blows per 6-inch (SS)	Moisture, %	STANDARD PENETRATION TEST DATA / STRENGTH, tsf	Additional Remarks
	0					**Surface Elev.:** 897.2 ft					
895				1	6	TOPSOIL: Black and brown silty clay with sand and gravel		1,3,6 N=9	29		LL = 33 PL = 18 8% Organic Content
	5			2	12	Brown SAND, trace fines; Loose to medium dense		4,4,5 N=9			
890				3	12		SP	4,4,6 N=10			
	10			4	12			5,6,6 N=12			
						End of boring at 10 feet. No free groundwater was encountered during drilling operations.					

Completion Depth:	10.0 ft	Sample Types:	
Date Boring Started:	12/4/14	Auger Cutting	Shelby Tube
Date Boring Completed:	12/4/14	Split-Spoon	Hand Auger
Logged By:	B.S.	Rock Core	Texas Cone
Drilling Contractor:	G.T.C.		

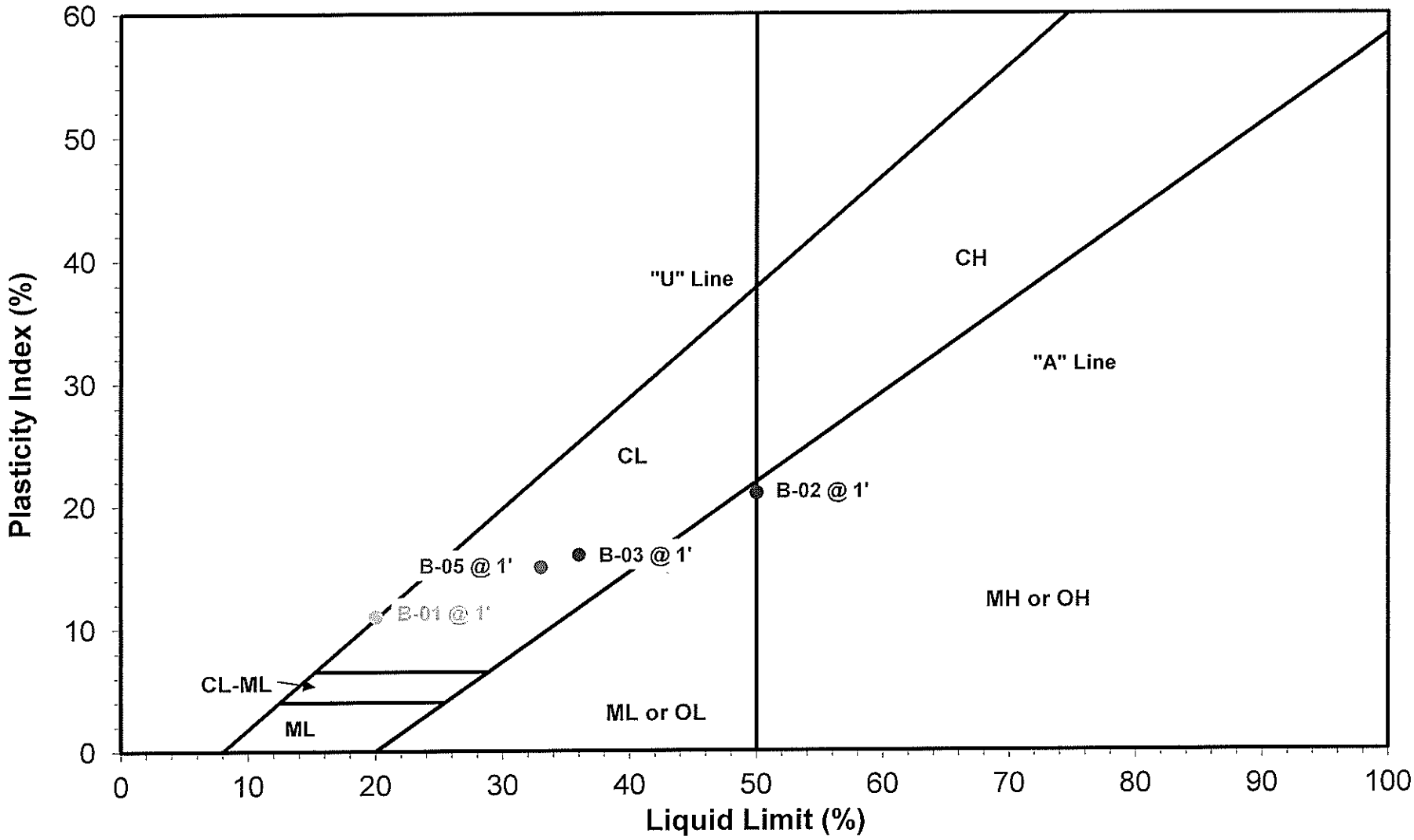
Latitude:
Longitude:
Drill Rig: CME 550
Remarks: Bike Path

The stratification lines represent approximate boundaries. The transition may be gradual.

APPENDIX H – LABORATORY REPORTS

rubino
ENGINEERING INC.

Report of Atterberg Limits Test (ASTM D4318 / AASHTO T89 / AASHTO T90)

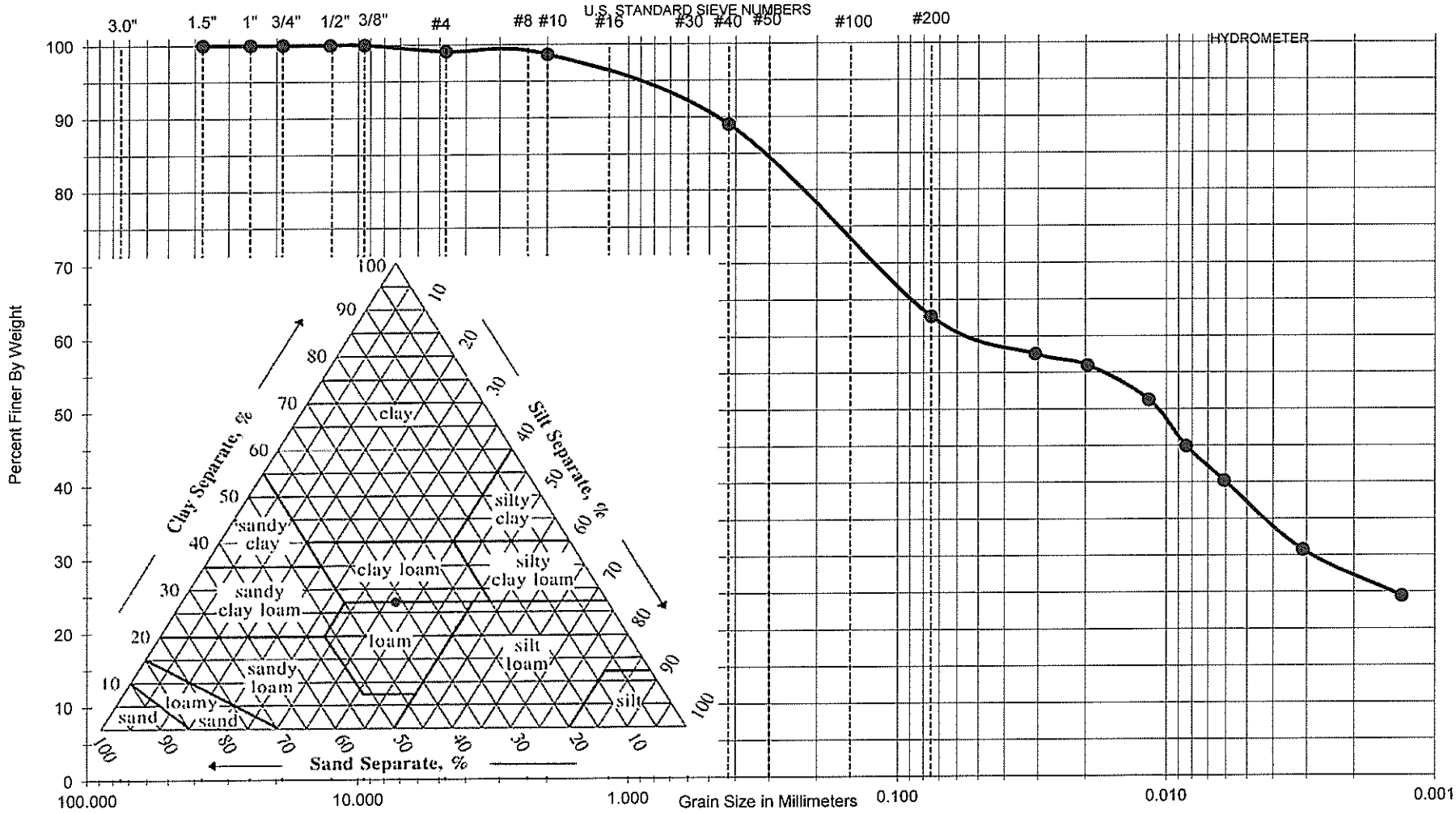


Boring #	B-01 @ 1'	B-02 @ 1'	B-03 @ 1'	B-05 @ 1'
LL	20	50	36	33
PL	9	29	20	18
PI	11	21	16	15

Project: Country Club Road Bike Path
Location: Country Club Road
Client: Alfred Benesch & Company
Project #: G14.091

rubino
ENGINEERING INC.

REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL



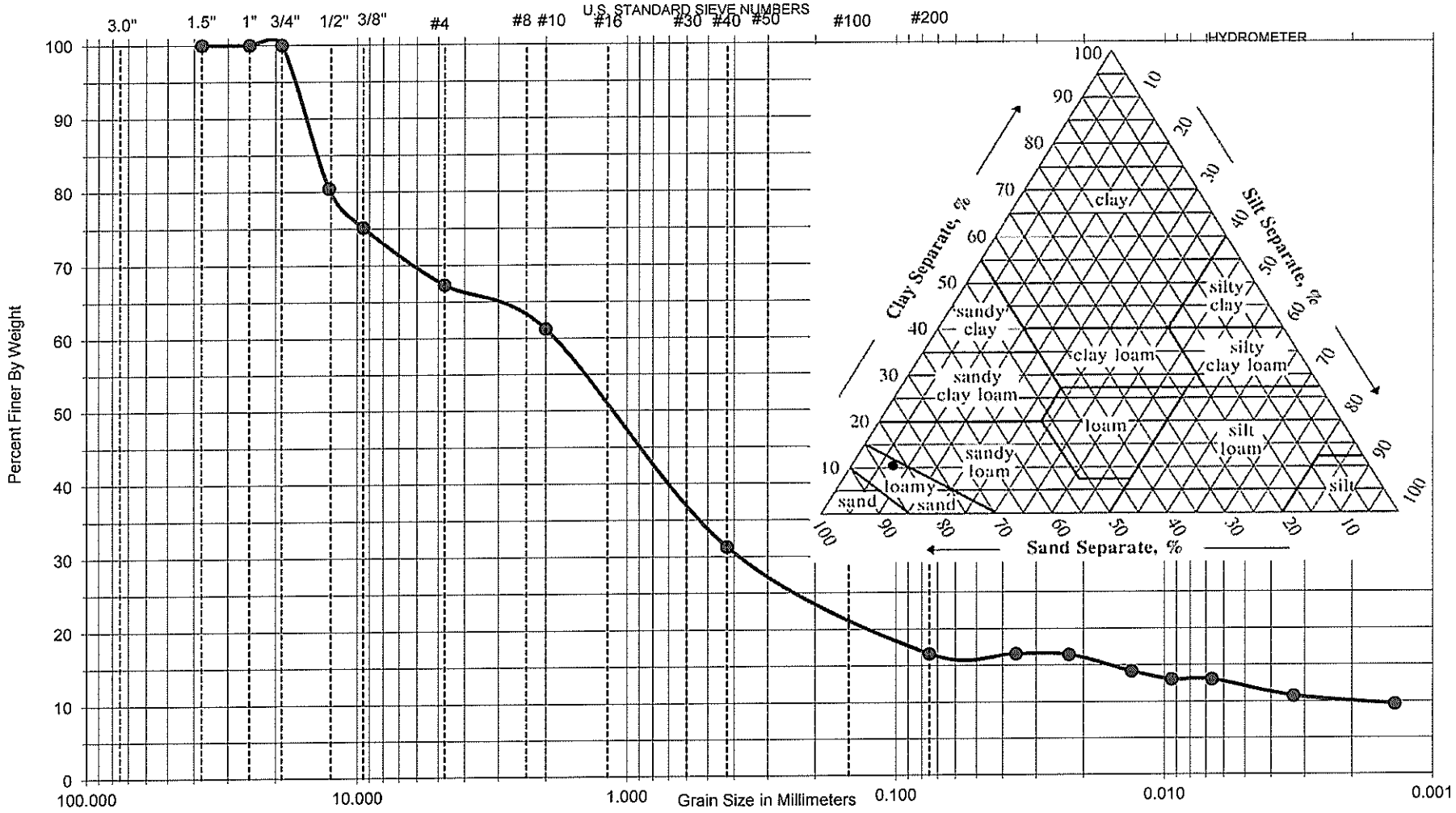
Key	Boring No.	Depth	USDA Soil Texture	W %	O%	Cc	Cu	%Gravel	%Sand	%Silt	%Clay	D60	D30	D10
●	B-03	1'	Loam	25	8	n/a	n/a	0.9	36.3	35.9	26.8	0.048	0.003	n/a

REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL	Country Club Road Bike Path in Crystal Lake, IL	File No. G14.091

Rubino Engineering Inc • 665 Tollgate Rd. • Unit H • Elgin, IL 60123 • 847-931-1555 • 847-931-1560 (Fax)

rubino
ENGINEERING INC.

REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL



Key	Boring No.	Depth	USDA Soil Texture	W %	O%	Cc	Cu	%Gravel	%Sand	%Silt	%Clay	D60	D30	D10
●	B-04	1'	Loamy Fine Sand	20	8	39.86	963.7	32.7	50.7	6.6	10.0	1.934	0.393	0.002

REPORT OF PARTICLE-SIZE ANALYSIS OF SOIL	Country Club Road Bike Path in Crystal Lake, IL	File No. G14.091

Rubino Engineering Inc • 665 Tollgate Rd. • Unit H • Elgin, IL 60123 • 847-931-1555 • 847-931-1560 (Fax)

rubino ENGINEERING INC.

ASTM D4972-01
Standard Test Method for pH of Soils

Project Number:	G14.091	**Date:**	5-Dec-14
Project Name:	Country Club Road Bike Path	**Performed by:**	Blake Sloan
		Client Name:	Alfred Benesch & Company
City, State:	Crystal Lake, Illinois	**Client Address:**	205 N. Michigan Ave., Suite 2400
			Chicago, IL 60601

Method Used:	Method A Calcium Chloride Solution (0.01M)	**pH Meter Mfgr:** **Model #**	Eutech and Oakton Instruments EcoTestr pH 2

Location	Soil Type	Mass of Soil (g)	pH in Calcium Chloride Solution	pH in Distilled Water
Boring - 01	Composite Sample	10	7.1	7.4
Boring - 02	Composite Sample	10	7.0	7.4
Boring - 03	Composite Sample	10	7.0	7.4
Boring - 04	Composite Sample	10	6.9	7.1
Boring - 05	Composite Sample	10	6.8	7.1

WINSTON ENGINEERING
2256 Southwind Blvd
Bartlett, IL 60103
Phone: 630-503-5028
Fax: 630-524-9020

POTENTIALLY IMPACTED PROPERTY (PIP) EVALUATION REPORT

Site: Country Club Rd-Wilshire Lane to Lakeside Ave Crystal Lake, IL 60014

Client: Rubino Engineering

Reviewer: Andy Paxson

Date: 12/11/14

Based on reviewed information, this site has been determined to be a- ☐PIP ☒NON-PIP

Further assessment ☐**is recommended** ☒ **is not recommended** at the site to determine if the soils can be certified as a Clean Construction and Demolition Debris (CCDD) per the requirements of 35 IAC Part 1100.

THE FOLLOWING IDENTIFIES THE REASONS THE SITE HAS BEEN DETERMINED TO BE A PIP:

☐- Historical information suggests past or current site use may potentially impact soils

☐- Site identified in federal, state or local regulatory database that suggests potential soil impact

☐-Property adjacent to the site is identified in federal, state or local regulatory database that suggests potential soil impact

☐-Historical information suggests past or current use of adjacent property may potentially impact soils at the site

---

Notes (Project Scope, Volume of material, depth of excavation, etc)-

Project scope includes pavement improvements.

WINSTON ENGINEERING
2256 Southwind Blvd
Bartlett, IL 60103
Phone: 630-503-5028
Fax: 630-524-9020

HISTORICAL USE & REGULATORY REVIEW SUMMARY

Source of Information: EDR Vista Report

Questionnaire-

- Is there evidence of chemical/compound use on site or associated with the historical use?

  ☐ YES ☒ NO

  (IF YES, IDENTIFY CHEMICALS/COMPOUNDS OR FAMILY OF CHEMICALS/COMPOUNDS)

- Is the site identified in a federal/state regulatory database?

  ☐ YES ☒ NO

  (IF YES, IDENTIFY REGULATORY DATABASE AND SUMMARIZE FINDINGS)

- Are any of the surrounding properties identified in federal/state regulatory databases?

  ☐ YES ☒ NO

  (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS)

- Is there evidence that past or current use of adjacent property may potentially impact soils at the site?

  ☐ YES ☒ NO

  (IF YES, IDENTIFY THE PROPERTY, THE REGULATORY DATABASE, AND SUMMARIZE FINDINGS)

WINSTON ENGINEERING
2256 Southwind Blvd
Bartlett, IL 60103
Phone: 630-503-5028
Fax: 630-524-9020

Recommendations & PIP Certification

- Is sampling necessary to evaluate site soils?

  ☒YES ☐NO

  Per CCDD regulations, based on the volume of material being excavated, pH testing is required.

- Proposed Number of Samples to be collected for pH analysis.

  Based on the volume of material being excavated, one sample is recommended for pH analysis.

- Any additional sampling or assessment recommended?

  ☐YES ☒NO ☐ Not Applicable

Google earth

feet 4000
km 1

EDR VISTACheck® Report

Winston Engineering
601 GOLF RD
CRYSTAL LAKE, IL 60014

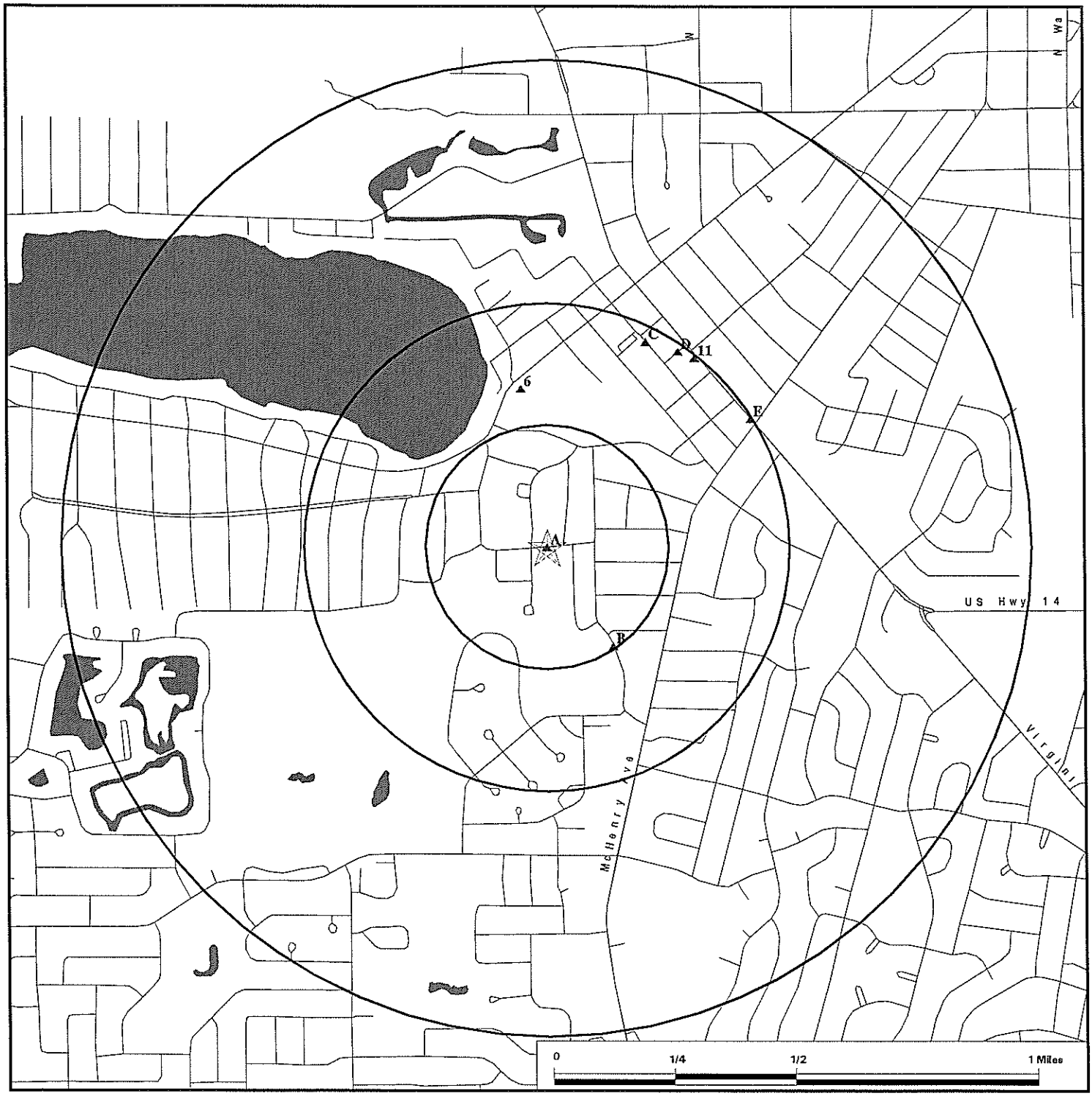
Country Club Road-Wilshire Lane to Lakeside Avenue

Latitude (North): 42.22808 - 42°13'41.088"
Longitude (West): 88.34196 - 88°20'31.056"

December 09, 2014

EDR Environmental Data Resources Inc

Nationwide Customer Service
Telephone: 1-800-352-0050
Internet: www.edrnet.com



☆ Target Property
▲ Toxic Sites

National Priority List Sites
Dept. Defense Sites
Indian Reservations BIA

EDR VISTACheck® Report

866c629e-6505-4d23-8eea-633c124933d5

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
Federal NPL site list								
NPL	0.500		0	0	0	NR	NR	0
Proposed NPL	0.500		0	0	0	NR	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	0.500		0	0	0	NR	NR	0
Federal CERCLIS list								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	1.000		0	0	0	0	NR	0
Federal CERCLIS NFRAP site List								
CERC-NFRAP	0.500		0	0	0	NR	NR	0
Federal RCRA CORRACTS facilities list								
CORRACTS	0.500		0	0	0	NR	NR	0
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	0	NR	NR	NR	0
RCRA-CESQG	0.250		0	1	NR	NR	NR	1
Federal institutional controls / engineering controls registries								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equivalent CERCLIS								
SSU	0.500		0	0	1	NR	NR	1
State and tribal landfill and/or solid waste disposal site lists								
SWF/LF	0.500		0	0	0	NR	NR	0
LF SPECIAL WASTE	0.500		0	0	0	NR	NR	0
IL NIPC	0.500		0	0	0	NR	NR	0
CCDD	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
LUST	0.500		0	0	5	NR	NR	5

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST TRUST	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
State and tribal registered storage tank lists								
UST	0.250		1	1	NR	NR	NR	2
AST	0.250		0	0	NR	NR	NR	0
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
State and tribal institutional control / engineering control registries								
ENG CONTROLS	0.500		0	0	0	NR	NR	0
INST CONTROL	0.500		0	0	0	NR	NR	0
State and tribal voluntary cleanup sites								
SRP	0.500		0	0	0	NR	NR	0
INDIAN VCP	0.500		0	0	0	NR	NR	0
State and tribal Brownfields sites								
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
ODI	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL	TP		NR	NR	NR	NR	NR	0
CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	TP		NR	NR	NR	NR	NR	0
SPILLS	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	TP		NR	NR	NR	NR	NR	0
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	0.500		0	0	0	NR	NR	0
FUDS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CONSENT	0.500		0	0	0	NR	NR	0
ROD	0.500		0	0	0	NR	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
NPDES	TP		NR	NR	NR	NR	NR	0
UIC	TP		NR	NR	NR	NR	NR	0
HWAR	TP		NR	NR	NR	NR	NR	0
DRYCLEANERS	0.250		0	0	NR	NR	NR	0
IMPDMENT	0.500		0	0	0	NR	NR	0
AIRS	TP		NR	NR	NR	NR	NR	0
TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	0.500		0	0	0	NR	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
BOL	TP		NR	NR	NR	NR	NR	0
PIMW	0.250		0	0	NR	NR	NR	0
Financial Assurance	TP		NR	NR	NR	NR	NR	0
COAL ASH	0.500		0	0	0	NR	NR	0
CHICAGO ENV	0.500		0	0	0	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL RECORDS								
EDR Exclusive Records								
EDR MGP	0.500		0	0	0	NR	NR	0
EDR US Hist Auto Stat	0.250		0	0	NR	NR	NR	0
EDR US Hist Cleaners	0.250		0	0	NR	NR	NR	0
EDR RECOVERED GOVERNMENT ARCHIVES								
Exclusive Recovered Govt. Archives								
RGA HWS	0.500		0	0	0	NR	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA LF	0.500		0	0	0	NR	NR	0
RGA LUST	0.500		0	0	2	NR	NR	2

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

A1 < 1/8 1 ft.

CRYSTAL LAKE ELEMENT SCHOOLS
601 GOLF RD
CRYSTAL LAKE, IL 60014

FINDS 1008117719 N/A

Site 1 of 3 in cluster A

FINDS:

Registry ID: 110018143356

Environmental Interest/Information System
ACES (Illinois - Agency Compliance And Enforcement System) is the Illinois EPA Project to facilitate the permitting operations

---

A2 < 1/8 1 ft.

SOUTH ELEMENTARY SCHOOL
601 GOLF RD
CRYSTAL LAKE, IL 60014

UST U001145608 N/A

Site 2 of 3 in cluster A

UST:

Facility ID:	2007699
Facility Status:	EXEMPT
Facility Type:	**NONE**
Owner Id:	U0003633
Owner Name:	Crystal Lake School Dist 47
Owner Address:	174 N Oak St
Owner City,St,Zip:	Crystal Lake, IL 60014
Tank Number:	1
Tank Status:	**Exempt from registration**
Tank Capacity:	3000
Tank Substance:	Heating Oil
Last Used Date:	7/1/1977
OSFM First Notify Date:	4/21/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	Not reported
Tank Number:	2
Tank Status:	**Exempt from registration**
Tank Capacity:	10000
Tank Substance:	Heating Oil
Last Used Date:	7/1/1977
OSFM First Notify Date:	4/21/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	Not reported

A3 CRYSTAL LAKE ELEMENT SCHOOLS BOL S113295680
601 GOLF RD N/A
< 1/8 CRYSTAL LAKE, IL 60014
1 ft.

Site 3 of 3 in cluster A

BOL:
Site Id: 170000659400
Inv Num: 1110155152
Interest Name: Crystal Lake Element Schools
Interest Type: BOL
Media Code: LAND

B4 LUNDAHL JUNIOR H S RCRA-CESQG 1004693503
SE 560 NASH RD ILD984830471
1/8-1/4 CRYSTAL LAKE, IL 60014
0.244 mi.
1287 ft.

Site 1 of 2 in cluster B

RCRA-CESQG:
Date form received by agency: 07/10/1991
Facility name: LUNDAHL JUNIOR H S
Facility address: 560 NASH RD
CRYSTAL LAKE, IL 60014
EPA ID: ILD984830471
Contact: RICHARD CARLSTEDT
Contact address: 560 NASH RD
CRYSTAL LAKE, IL 60014
Contact country: US
Contact telephone: (815) 459-5971
Contact email: Not reported
EPA Region: 05
Classification: Conditionally Exempt Small Quantity Generator
Description: Handler: generates 100 kg or less of hazardous waste per calendar month, and accumulates 1000 kg or less of hazardous waste at any time; or generates 1 kg or less of acutely hazardous waste per calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste; or generates 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste during any calendar month, and accumulates at any time: 1 kg or less of acutely hazardous waste; or 100 kg or less of any residue or contaminated soil, waste or other debris resulting from the cleanup of a spill, into or on any land or water, of acutely hazardous waste

Owner/Operator Summary:
Owner/operator name: CRYSTAL LAKE SCHOOL DIST 47
Owner/operator address: 221 LIBERTY
CRYSTAL LAKE, IL 60014
Owner/operator country: Not reported
Owner/operator telephone: (815) 459-6070
Legal status: District
Owner/Operator Type: Owner
Owner/Op start date: Not reported
Owner/Op end date: Not reported

LUNDAHL JUNIOR H S (Continued) 1004693503

Handler Activities Summary:

U.S. importer of hazardous waste:	No
Mixed waste (haz. and radioactive):	No
Recycler of hazardous waste:	No
Transporter of hazardous waste:	No
Treater, storer or disposer of HW:	No
Underground injection activity:	No
On-site burner exemption:	No
Furnace exemption:	No
Used oil fuel burner:	No
Used oil processor:	No
User oil refiner:	No
Used oil fuel marketer to burner:	No
Used oil Specification marketer:	No
Used oil transfer facility:	No
Used oil transporter:	No

Hazardous Waste Summary:

Waste code: D001
Waste name: IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.

Waste code: D002
Waste name: A WASTE WHICH HAS A PH OF LESS THAN 2 OR GREATER THAN 12.5 IS CONSIDERED TO BE A CORROSIVE HAZARDOUS WASTE. SODIUM HYDROXIDE, A CAUSTIC SOLUTION WITH A HIGH PH, IS OFTEN USED BY INDUSTRIES TO CLEAN OR DEGREASE PARTS. HYDROCHLORIC ACID, A SOLUTION WITH A LOW PH, IS USED BY MANY INDUSTRIES TO CLEAN METAL PARTS PRIOR TO PAINTING. WHEN THESE CAUSTIC OR ACID SOLUTIONS BECOME CONTAMINATED AND MUST BE DISPOSED, THE WASTE WOULD BE A CORROSIVE HAZARDOUS WASTE.

Violation Status: No violations found

B5 **LUNDAHL JR HIGH** UST U000868317
SE **560 NASH RD** BOL N/A
1/8-1/4 **CRYSTAL LAKE, IL 60014**
0.244 mi.
1287 ft. **Site 2 of 2 in cluster B**

UST:

Facility ID:	2007698
Facility Status:	CLOSED
Facility Type:	**NONE**
Owner Id:	U0003633
Owner Name:	Crystal Lake School Dist 47
Owner Address:	174 N Oak St
Owner City,St,Zip:	Crystal Lake, IL 60014
Tank Number:	1
Tank Status:	**Removed**
Tank Capacity:	20000
Tank Substance:	Not reported
Last Used Date:	7/1/1977

LUNDAHL JR HIGH (Continued) U000868317

OSFM First Notify Date: 4/21/1986
Red Tag Issue Date: Not reported
Install Date: Not reported
Green Tag Decal: Not reported
Green Tag Issue Date: Not reported
Green Tag Expire Date: Not reported
Self Service Permit Inspection Date: Not reported
Self Service Permit Expire Date: Not reported
Fee Due: Not reported

BOL:
Site Id: 170000659080
Inv Num: 1110155115
Interest Name: Lundahl Jr High
Interest Type: BOL
Media Code: LAND

---

6 CRYSTAL LAKE PARK DIST — LUST S104004188
North 1100 DOLE AVE — BOL N/A
1/4-1/2 CRYSTAL LAKE, IL 60014
0.329 mi.
1736 ft.

LUST:
Incident Num: 900201
IL EPA Id: 1110155111
Product: Deisel
IEMA Date: 01/22/1990
Project Manager: Levin
Project Manager Phone: Not reported
Email: Not reported
PRP Name: Crystal Lake Park Dist.
PRP Contact: Kirk Reimer
PRP Address: 300 Lake Shore Dr.
PRP City,St,Zip: Crystal Lake, IL 60014
PRP Phone: Not reported
Site Classification: Not reported
Section 57.5(g) Letter: 731
Date Section 57.5(g) Letter: Not reported
Non LUST Determination Letter: Not reported
20 Report Received: 04/13/1990
45 Report Received: 04/13/1990
NFA/NFR Letter: 08/22/1990
NFR Date Recorded: Not reported

BOL:
Site Id: 170000659044
Inv Num: 1110155111
Interest Name: Crystal Lake Park Dist
Interest Type: BOL
Media Code: LAND

C7
NNE
1/4-1/2
0.468 mi.
2471 ft.

FIRST CONGREGATIONAL CHURCH
461 PIERSON ST.
CRYSTAL LAKE, IL

Site 1 of 2 in cluster C

RGA LUST | S115505792
N/A

RGA LUST:

2012	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2011	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2010	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2009	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2008	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2007	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2006	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2005	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2004	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.
2003	FIRST CONGREGATIONAL CHURCH	461 PIERSON ST.

C8
NNE
1/4-1/2
0.468 mi.
2471 ft.

FIRST CONGREGATIONAL CHURCH
461 PIERSON ST.
CRYSTAL LAKE, IL 60014

Site 2 of 2 in cluster C

LUST | S105958612
N/A

LUST:

Incident Num:	20030860
IL EPA Id:	1110155246
Product:	Other Petro
IEMA Date:	06/11/2003
Project Manager:	Boring
Project Manager Phone:	(217) 558-4071
Email:	Suzanne.Boring@illinois.gov
PRP Name:	Not reported
PRP Contact:	Not reported
PRP Address:	Not reported
PRP City,St,Zip:	Not reported
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	P.A.
Date Section 57.5(g) Letter:	Not reported
Non LUST Determination Letter:	Not reported
20 Report Received:	02/23/2004
45 Report Received:	02/23/2004
NFA/NFR Letter:	**03/11/2004**
NFR Date Recorded:	01/07/2005

D9
NE
1/4-1/2
0.485 mi.
2559 ft.

CATHOLIC DIOCESE OF ROCKFORD
272 KING ST.
CRYSTAL LAKE, IL

Site 1 of 2 in cluster D

RGA LUST | S115501086
N/A

RGA LUST:

2012	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2011	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2010	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2009	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2008	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2007	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.

CATHOLIC DIOCESE OF ROCKFORD (Continued) S115501086

2006	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2005	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2004	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2003	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2002	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2001	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.
2000	CATHOLIC DIOCESE OF ROCKFORD	272 KING ST.

D10
NE
1/4-1/2
0.485 mi.
2559 ft.

CATHOLIC DIOCESE OF ROCKFORD — LUST — S103234614
272 KING ST. — N/A
CRYSTAL LAKE, IL 60014

Site 2 of 2 in cluster D

LUST:

Incident Num:	931619
IL EPA Id:	1110155157
Product:	Fuel Oil
IEMA Date:	06/16/1993
Project Manager:	Cross
Project Manager Phone:	Not reported
Email:	Not reported
PRP Name:	Catholic Diocese of Rockford
PRP Contact:	Bob Thompson
PRP Address:	8616 West State Street
PRP City,St,Zip:	Winnebago, IL 61088
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	731
Date Section 57.5(g) Letter:	Not reported
Non LUST Determination Letter:	Not reported
20 Report Received:	07/12/1993
45 Report Received:	07/27/1993
NFA/NFR Letter:	**11/24/1993**
NFR Date Recorded:	Not reported

11
NE
1/4-1/2
0.494 mi.
2608 ft.

CRYSTAL LAKE GROUNDWATER INVESTIGATION — SSU — S107926316
SANDS ROAD AND ROUTE 14 — N/A
CRYSTAL LAKE, IL

SSU:

Facility ID:	1110155264
Facility Type:	Groundwater Investigation
Lat/Long:	0 / 0
Directions:	Not reported
Region:	Des Plaines
Current Program:	SSU
Project Manager:	Rivera
Community Relations:	Not reported
SSU Status:	Archived
FOS:	Rivera
Year Completed:	Not reported
Site Size:	N/A

E12 ENE 1/4-1/2 0.495 mi. 2611 ft. — RON'S SERVICE 66, 351 VIRGINIA STREET, CRYSTAL LAKE, IL 60014 — Site 1 of 2 in cluster E — LUST, UST — U000868334, N/A

LUST:

Incident Num:	971463
IL EPA Id:	1110155181
Product:	Gasoline
IEMA Date:	08/08/1997
Project Manager:	Charles
Project Manager Phone:	(217) 782-6762
Email:	Not reported
PRP Name:	Ron's Service Station
PRP Contact:	Ron Modrich
PRP Address:	351 Virginia St.
PRP City,St,Zip:	Crystal Lake, IL 60014
PRP Phone:	Not reported
Site Classification:	Not reported
Section 57.5(g) Letter:	732
Date Section 57.5(g) Letter:	Not reported
Non LUST Determination Letter:	Not reported
20 Report Received:	12/01/1997
45 Report Received:	12/01/1997
NFA/NFR Letter:	**Not reported**
NFR Date Recorded:	Not reported

UST:

Facility ID:	2017969
Facility Status:	CLOSED
Facility Type:	**GOLF COURSE**
Owner Id:	U0010486
Owner Name:	Ron's Services
Owner Address:	351 West Virginia
Owner City,St,Zip:	Crystal Lake, IL 60014
Tank Number:	1
Tank Status:	**Removed**
Tank Capacity:	10000
Tank Substance:	Diesel Fuel
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00
Tank Number:	2
Tank Status:	**Removed**
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986

RON'S SERVICE 66 (Continued) U000868334

Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

Tank Number:	3
Tank Status:	**Removed**
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

Tank Number:	4
Tank Status:	**Removed**
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

Tank Number:	5
Tank Status:	**Removed**
Tank Capacity:	4000
Tank Substance:	Gasoline
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

RON'S SERVICE 66 (Continued) U000868334

Tank Number:	6
Tank Status:	**Removed**
Tank Capacity:	1000
Tank Substance:	Diesel Fuel
Last Used Date:	8/6/1997
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

Tank Number:	7
Tank Status:	**Removed**
Tank Capacity:	500
Tank Substance:	Used Oil
Last Used Date:	12/12/2000
OSFM First Notify Date:	4/16/1986
Red Tag Issue Date:	Not reported
Install Date:	Not reported
Green Tag Decal:	**Not reported**
Green Tag Issue Date:	**Not reported**
Green Tag Expire Date:	**Not reported**
Self Service Permit Inspection Date:	**Not reported**
Self Service Permit Expire Date:	**Not reported**
Fee Due:	$0.00

E13
ENE
1/4-1/2
0.499 mi.
2635 ft.

BP PRODUCTS NORTH AMERICA, INC. LUST S106058533
339 VIRGINIA STREET N/A
CRYSTAL LAKE, IL 60014

Site 2 of 2 in cluster E

LUST:

Incident Num:	20031685
IL EPA Id:	1110155117
Product:	Unleaded Gas
IEMA Date:	11/14/2003
Project Manager:	Harlow
Project Manager Phone:	(217) 524-7650
Email:	Robert.Harlow@illinois.gov
PRP Name:	BP Products North America, Inc.
PRP Contact:	Harold Primack
PRP Address:	28100 Torch Parkway, 2S
PRP City,St,Zip:	Warrenville, IL 60555
PRP Phone:	6308367139
Site Classification:	Not reported
Section 57.5(g) Letter:	P.A.
Date Section 57.5(g) Letter:	Not reported
Non LUST Determination Letter:	Not reported
20 Report Received:	12/02/2003
45 Report Received:	12/24/2003
NFA/NFR Letter:	**Not reported**
NFR Date Recorded:	Not reported

Count: 2 records

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
CRYSTAL LAKE	1003870303	KRENZ LDFL	VIRGINIA & PINGREE	60014	CERC-NFRAP
CRYSTAL LAKE	S110828599	VIRGINIA RD TRANSFER FACILITY	1400 S VIRGINIA RD	60014	SWF/LF, BOL

STATE OF ILLINOIS

Permit No.: DIL-15-009

Department of Transportation

Division of Highways
2300 South Dirksen Parkway
Springfield, IL 62764

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

PERMISSION IS HEREBY GRANTED TO: City of Crystal Lake
100 West Woodstock Street
Crystal Lake, IL 60014

FOR CONSTRUCTION OF: A new pedestrian multi-use bridge in the City of Crystal Lake over Crystal Creek approximately 100-feet downstream from the Country Club Road and Crystal Creek crossing. The new pedestrian multi-use bridge will consist of Steel Truss with a Timber Deck and a Span Length of 60' and a 61'4"' back to back of abutments. The project is located in Section 6, Township 43 North, Range 8 East of the 3rd Prime Meridian, McHenry County, as part of Section Number 14-00122-00-BT.

IN ACCORDANCE WITH THE Application and Plan
DATED December 1, 2014 AND MADE A PART HEREOF, AND SUBJECT TO THE
TERMS SHOWN ON THE BACK HEREOF AND THE SPECIAL CONDITIONS ATTACHED
HERETO AS EXHIBIT.

EXAMINED AND APPROVED

REGIONAL ENGINEER/CENTRAL BUREAU CHIEF — DATE 1-5-16

THIS PERMIT is subject to the following conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

SPECIAL PROVISION FOR INSURANCE

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

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

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

City of Crystal Lake

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

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014
Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

"(i) Polyurethane Joint Sealant ..... 1050.04"

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

"Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant."

Add the following to Section 1050 of the Standard Specifications:

"**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T_1 or T_2), according to ASTM C 920."

80334

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be $1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

Revise Article 109.09(e) of the Standard Specifications to read:

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction
Level II Chief Engineer/Director of Highways or Designee

(1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.

(2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

80335

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000
Revised: January 2, 2016

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(a) Withholding progress payments;

(b) Assessing sanctions;

(c) Liquidated damages; and/or

(d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

(a) The bidder documents that enough DBE participation has been obtained to meet the goal or,

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

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:
http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.

(1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.

(2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization 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 the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five 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 Utilization 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 Utilization Plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The names and addresses of DBE firms that will participate in the contract;

(2) A description, including pay item numbers, of the work each DBE will perform;

(3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

(4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

(5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

(6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

(a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.

(2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.

(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

(a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

(b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

(c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

(1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or

(2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or

(3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

(f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

(g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

(h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

STATE CONTRACTS. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.

4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

80358

FRICTION AGGREGATE (BDE)

Effective: January 1, 2011
Revised: November 1, 2014

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

"(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.

a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).

b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination [5/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination [5/]: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/] Crushed Concrete[3/]
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination [5/]: Crushed Gravel Carbonate Crushed Stone (other than Limestone)[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/] Crushed Concrete[3/]
		Other Combinations Allowed: *Up to...* — *With...* 25% Limestone — Dolomite

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> [5/]: Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete[3/] No Limestone.	
		<u>Other Combinations Allowed:</u>	
		Up to...	*With...*
		50% Dolomite[2/]	Any Mixture E aggregate
		75% Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel or Crushed Concrete[3/]	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> [5/]: Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed</u>:	

Use	Mixture	Aggregates Allowed	
		Up to...	*With...*
		50% Crushed Gravel, Crushed Concrete[3/], or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.
2/ Carbonate crushed stone shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
3/ Crushed concrete will not be permitted in SMA mixes.
4/ Crushed steel slag shall not be used as leveling binder.
5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."

80265

HOT MIX ASPHALT – PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

"Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP"

Add the following to Article 406.03 of the Standard Specifications.

"(i) Vacuum Sweeper 1101.19
(j) Spray Paver ..... 1102.06"

Revise Article 406.05(b) of the Standard Specifications to read:

"(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

(1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

(2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft ± 0.01 (1.21 kg/sq m ±0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

Revise the first paragraph of Article 406.14 of the Standard Specifications to read:

"**406.14 Basis of Payment.** Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

"**407.02 Materials.** Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete	1018"

Revise Article 407.06(b) of the Standard Specifications to read:

"(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b)."

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

"**408.04 Method of Measurement.** Bituminous priming material will be measured for payment according to Article 406.13."

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

"**408.05 Basis of Payment.** This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING."

Revise Article 1032.02 of the Standard Specifications to read:

"**1032.02 Measurement.** Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer's bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer."

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"**1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"**1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

80348

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013
Revised: April 1, 2015

Revise Article 550.02 of the Standard Specifications to read as follows:

"Item	Article Section
(a) Clay Sewer Pipe	1040.02
(b) Extra Strength Clay Pipe	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(g) Polyvinyl Chloride (PVC) Pipe	1040.03
(h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior	1040.08
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe	1056
(k) Mastic Joint Sealer for Pipe	1055
(l) External Sealing Band	1057
(m) Fine Aggregate (Note 2)	1003.04
(n) Coarse Aggregate (Note 3)	1004.05
(o) Reinforcement Bars and Welded Wire Fabric	1006.10
(p) Handling Hole Plugs	1042.16
(q) Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.04

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	**Materials**
A	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
B	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes: Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

STORM SEWERS
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.	Type 1 — Fill Height: 3' and less With 1' minimum cover								Type 2 — Fill Height: Greater than 3' not exceeding 10'							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	X	X	X	X	X	NA	NA	1	*X	X	X	X	X	NA
12	IV	NA	X	X	X	X	X	X	II	1	*X	X	X	X	X	X
15	IV	NA	NA	X	X	NA	X	X	II	1	*X	X	X	NA	X	X
18	IV	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
21	III	NA	NA	X	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA
24	III	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
27	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
30	IV	NA	NA	X	X	X	X	X	II	3	X	X	X	X	X	X
33	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
36	III	NA	NA	X	X	X	X	X	II	NA	X	X	X	X	X	X
42	II	NA	X	X	NA	X	X	NA	II	NA	X	X	NA	X	NA	NA
48	II	NA	X	X	NA	X	X	X	II	NA	X	X	NA	X	NA	NA
54	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
60	II	NA	NA	NA	NA	NA	NA	X	II	NA	NA	NA	NA	NA	NA	X
66	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
72	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
78	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
90	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
96	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
102	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
108	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior

X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe

STORM SEWERS (Metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.	Type 1 — Fill Height: 1 m and less With 300 mm minimum cover								Type 2 — Fill Height: Greater than 1 m not exceeding 3 m							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	3	X	X	X	X	X	NA	NA	1	*X	X	X	X	X	NA
300	IV	NA	X	X	X	X	X	X	II	1	*X	X	X	X	X	X
375	IV	NA	NA	X	X	NA	X	X	II	1	*X	X	X	NA	X	X
450	IV	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
525	III	NA	NA	X	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA
600	III	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
675	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
750	IV	NA	NA	X	X	X	X	X	II	3	X	X	X	X	X	X
825	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
900	III	NA	NA	X	X	X	X	X	II	NA	X	X	X	X	X	X
1050	II	NA	X	X	NA	X	X	NA	II	NA	X	X	NA	X	NA	NA
1200	II	NA	X	X	NA	X	X	X	II	NA	X	X	NA	X	NA	NA
1350	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	X	II	NA	NA	NA	NA	NA	NA	X
1650	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe

STORM SEWERS
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.	Type 3 Fill Height: Greater than 10' not exceeding 15'								Type 4 Fill Height: Greater than 15' not exceeding 20'						
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
10	NA	2	X	X	X	X	X	NA	NA	3	X	X	X	X	NA
12	III	2	X	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
15	III	3	X	X	X	NA	NA	X	IV	NA	NA	X	X	NA	X
18	III	NA	X	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
21	III	NA	NA	X	X	NA	NA	NA	IV	NA	NA	X	X	NA	NA
24	III	NA	NA	X	X	X	NA	NA	IV	NA	NA	X	X	X	NA
27	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
30	III	NA	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
33	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
36	III	NA	NA	X	X	X	NA	NA	IV	NA	NA	X	X	X	NA
42	III	NA	NA	X	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
48	III	NA	NA	X	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
54	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
60	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	NA	1680	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA
102	III	NA	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	NA	1710	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Iinterior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

Nominal Diameter in.	Type 3								Type 4						
	Fill Height: Greater than 3 m not exceeding 4.5 m								Fill Height: Greater than 4.5 m not exceeding 6 m						
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
250	NA	2	X	X	X	X	X	NA	NA	3	X	X	X	X	NA
300	III	2	X	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
375	III	3	X	X	X	NA	NA	X	IV	NA	NA	X	X	NA	X
450	III	NA	X	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
525	III	NA	NA	X	X	NA	NA	NA	IV	NA	NA	X	X	NA	NA
600	III	NA	NA	X	X	X	NA	NA	IV	NA	NA	X	X	X	NA
675	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
750	III	NA	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	NA
825	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
900	III	NA	NA	X	X	X	NA	NA	IV	NA	NA	X	X	X	NA
1050	III	NA	NA	X	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
1200	III	NA	NA	X	NA	X	NA	NA	IV	NA	NA	X	NA	X	NA
1350	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1500	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1650	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2550	III	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA
2700	70	NA	NA	NA	NA	NA	NA	NA	80	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE								
Nominal Diameter in.	Type 5			Type 6			Type 7	
	Fill Height: Greater than 20' not exceeding 25'			Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'	
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC
10	NA	X	X	NA	X	X	NA	X
12	IV	X	X	V	X	X	V	X
15	IV	X	X	V	X	X	V	X
18	IV	X	X	V	X	X	V	X
21	IV	X	X	V	X	X	V	X
24	IV	X	X	V	X	X	V	X
27	IV	NA	NA	V	NA	NA	V	NA
30	IV	X	X	V	X	X	V	X
33	IV	NA	NA	V	NA	NA	V	NA
36	IV	X	X	V	X	X	V	X
42	IV	X	NA	V	X	NA	V	NA
48	IV	X	NA	V	X	NA	V	NA
54	IV	NA	NA	V	NA	NA	V	NA
60	IV	NA	NA	V	NA	NA	V	NA
66	IV	NA	NA	V	NA	NA	V	NA
72	V	NA	NA	V	NA	NA	V	NA
78	2020	NA	NA	2370	NA	NA	2730	NA
84	2020	NA	NA	2380	NA	NA	2740	NA
90	2030	NA	NA	2390	NA	NA	2750	NA
96	2040	NA	NA	2400	NA	NA	2750	NA
102	2050	NA	NA	2410	NA	NA	2760	NA
108	2060	NA	NA	2410	NA	NA	2770	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric) KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE								
Nominal Diameter in.	Type 5			Type 6			Type 7	
	Fill Height: Greater than 20' not exceeding 25'			Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'	
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC
250	NA	X	X	NA	X	X	NA	X
300	IV	X	X	V	X	X	V	X
375	IV	X	X	V	X	X	V	X
450	IV	X	X	V	X	X	V	X
525	IV	X	X	V	X	X	V	X
600	IV	X	X	V	X	X	V	X
675	IV	NA	NA	V	NA	NA	V	NA
750	IV	X	X	V	X	X	V	X
825	IV	NA	NA	V	NA	NA	V	NA
900	IV	X	X	V	X	X	V	X
1050	IV	X	NA	V	X	NA	V	NA
1200	IV	X	NA	V	X	NA	V	NA
1350	IV	NA	NA	V	NA	NA	V	NA
1500	IV	NA	NA	V	NA	NA	V	NA
1650	IV	NA	NA	V	NA	NA	V	NA
1800	V	NA	NA	V	NA	NA	V	NA
1950	100	NA	NA	110	NA	NA	130	NA
2100	100	NA	NA	110	NA	NA	130	NA
2250	100	NA	NA	110	NA	NA	130	NA
2400	100	NA	NA	120	NA	NA	130	NA
2550	100	NA	NA	120	NA	NA	130	NA
2700	100	NA	NA	120	NA	NA	130	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

"**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

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

Revise the fifth paragraph of Article 550.08 to read as follows.

"The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

"(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"**1040.08 Polypropylene (PP) Pipe.** Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

(a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.

(b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

80325

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than $1000.00 will be approved for payment other than the final payment.

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

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

80328

RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

"When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables."

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

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

Type AA (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (45 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	Yellow	FO
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

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

Type AP (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

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

Type AZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

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

Type ZZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

80350

REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"**508.05 Placing and Securing.** All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

80327

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015
Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

"The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides."

80354

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004
Revised: July 1, 2015

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of $10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

(a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.

(b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$D = MPI_M - MPI_L$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 – 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 – 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 – 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

Metal Piling	Yes	☐
Structural Steel	Yes	☐
Reinforcing Steel	Yes	☐
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	☐
Guardrail	Yes	☐
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	☐
Metal Railings (excluding wire fence)	Yes	☐
Frames and Grates	Yes	☐

Signature: _____ **Date:** _____

80127

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012
Revised: November 1, 2014

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"**1102.01 Hot-Mix Asphalt Plant.** The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(13) Equipment for Warm Mix Technologies.

a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

(1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.

(2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012
Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

PEDESTRIAN TRUSS SUPERSTRUCTURE
Effective: January 13, 1998
Revised: December 29, 2014

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

Materials:

Truss. Structural steel shall conform to the requirements of Section 1006 of the Standard Specifications, ASTM A847 for cold formed welded square and rectangular tubing, AASHTO M270 Grade 50W (M270M 345W) for atmospheric corrosion resistant structural steel, as applicable, unless otherwise shown on the plans or approved by the Engineer. All structural steel field connections shall be bolted with high strength bolts. High strength bolts for unpainted weathering steel shall conform to ASTM A325 (A325M) (Type 3). For painted structures, the high strength bolts shall be mechanically galvanized according to the requirements of Article 1006.08(a) of the Standard Specifications.

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

When specified for use, the concrete deck and stay-in-place forms shall be non composite. Metal Forms shall have a minimum thickness of 0.0359 in. (912 microns) or 20 Gage and shall be galvanized per ASTM A653 (A653M) with a G165 (Z350) min. coating designation.

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

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

When specified for use, elastomeric bearings shall be according to Article 1083 of the Standard Specifications. Teflon surfaces shall be per Article 1083.02(b) of the Standard Specification and shall be bonded to the bearing plate.

Suppliers. The Department maintains a pre-qualified list of proprietary structural systems allowed for pedestrian truss superstructures. This list can be found on the Departments web site under Prequalified Structural Systems. The Contractor's options are limited to those systems pre-qualified by the Department. These systems have been reviewed for structural feasibility and adequacy only. Presence on this list shall in no case relieve the Contractor of the site specific design or QC/QA requirements stated herein.

The manufacturer shall provide evidence of current certification by AISC according to Article 106.08(b) of the Standard Specifications.

Design: The superstructure shall conform to the clear span, clear width, and railing configuration shown on the contract plans. The design shall be according to the LRFD Guide Specifications for the Design of Pedestrian Bridges. The design loads shall be as specified by the Guide Specification except as follows:

Design Wind Loads (P_z) for Pedestrian Trusses in Illinois		
Application	psf (kPa)	Applied to:
Circular Members	35 (1.68)	Projected vertical area of member
Flat Members	55 (2.63)	Projected vertical area of member
Signs	35 (1.68)	Projected vertical area of sign
Chain Link Fencing	10 (0.48)	Full projected area of fencing as if solid

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

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

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

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

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

When weathering steel is used, all structural steel shall be prepared according to Article 506.07.

When painting is specified, all structural steel shall be cleaned and painted according to Section 506. The paint system and color of the finish coat shall be as specified in the plans.

Method of Measurement: The pedestrian truss superstructure will be measured in square feet (square meters) of completed and accepted structure measured horizontally from back to back of abutments and within the clear path width as defined on the plans.

Basis of Payment: The pedestrian superstructure will be paid for at the contract unit price per square foot (square meter) for "PEDESTRIAN TRUSS SUPERSTRUCTURE."

PIPE UNDERDRAINS FOR STRUCTURES
Effective: May 17, 2000
Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

COFFERDAMS
Effective: October 15, 2011

Replace Article 502.06 with the following.

502.06 Cofferdams. A Cofferdam shall be defined as a temporary structure, consisting of engineered components, designed to isolate the work area from water to enable construction under dry conditions based on either the Estimated Water Surface Elevation (EWSE) or Cofferdam Design Water Elevation (CDWE) shown on the contract plans as specified below. When cofferdams are not specified in the contract documents and conditions are encountered where the excavation for the structure cannot be kept free of water for prosecuting the work by pumping and/or diverting water, the Contractor, with the written permission of the Engineer, will be permitted to construct a cofferdam.

The Contractor shall submit a cofferdam plan for each cofferdam to the Engineer for approval prior to the start of construction. Cofferdams shall not be installed or removed without the Engineer's approval. Work shall not be performed in flowing water except for the installation and removal of the cofferdam. The cofferdam plan shall address the following:

(a) Cofferdam (Type 1). The Contractor shall submit a cofferdam plan which addresses the proposed methods of construction and removal; the construction sequence including staging; dewatering methods; erosion and sediment control measures; disposal of excavated material; effluent water control measures; backfilling; and the best management practices to prevent reintroduction of excavated material into the aquatic environment. The design and method of construction shall provide, within the measurement limits specified in Article 502.12, necessary clearance for forms, inspection of exterior of the forms, pumping, and protection of fresh concrete from water. For Type 1 cofferdams, it is anticipated the design will be based on the EWSE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 1 cofferdam designed for an elevation lower than the EWSE.

(b) Cofferdam (Type 2). In addition to the requirements of Article 502.06(a), the Contractor's submittal shall include detailed drawings and design calculations, prepared and sealed by an Illinois Licensed Structural Engineer. For Type 2 cofferdams it is anticipated the design will be based on the CDWE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 2 cofferdam designed for an elevation lower than the CDWE.

(c) Seal Coat. The seal coat concrete, when shown on the plans, is based on design assumptions in order to establish an estimated quantity. When seal coat is indeed utilized, it shall be considered an integral part of the overall cofferdam system and, therefore, its design shall be included in the overall cofferdam design submittal. If a seal coat was not specified but determined to be necessary, it shall be added to the contract by written permission of the Engineer. The seal coat concrete shall be constructed according to Article

503.14. After the excavation within the cofferdam has been completed and the piles have been driven (if applicable), and prior to placing the seal coat, the elevation of the bottom of the proposed seal coat shall be verified by soundings. The equipment and methods used to conduct the soundings shall meet the approval of the Engineer. Any material within the cofferdam above the approved bottom of the seal coat elevation shall be removed.

No component of the cofferdam shall extend into the substructure concrete or remain in place without written permission of the Engineer. Removal shall be according to the previously approved procedure. Unless otherwise approved in writing by the Engineer, all components of the cofferdam shall be removed.

Revise the first paragraph of 502.12(b) to read as follows.

(b) Measured Quantities. Structure excavation, when specified, will be measured for payment in its original position and the volume computed in cubic yards (cubic meters). Horizontal dimensions will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of footings of bridges, walls, and corrugated steel plate arches. The vertical dimension for structure excavation will be the average depth from the surface of the material to be excavated to the bottom of the footing as shown on the plans or ordered in writing by the Engineer. The volume of any unstable and/or unsuitable material removed within the structure excavation will be measured for payment in cubic yards (cubic meters).

Revise the last paragraph of 502.12(b) to read as follows.

Cofferdam excavation will be measured for payment in cubic yards (cubic meters) in its original position within the cofferdam. Unless otherwise shown on the plans, the horizontal dimensions used in computing the volume will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of the substructure footings or 4 ft (1.2 m) outside of the faces of the substructure stem wall, whichever is greater. The vertical dimensions will be the average depth from the surface of the material to be excavated to the elevation shown on the plans for bottom of the footing, stem wall, or seal coat, or as otherwise determined by the Engineer as the bottom of the excavation.

Revise the first sentence of the sixth paragraph of 502.13 to read as follows.

Cofferdams, when specified, will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) or COFFERDAM (TYPE 2), at the locations specified.

GRANULAR BACKFILL FOR STRUCTURES
Effective: April 19, 2012
Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

586.01 Description. This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

586.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Fine Aggregate	1003.04
(b) Coarse Aggregates	1004.05

CONSTRUCTION REQUIREMENTS

586.03 General. This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

586.04 Method of Measurement. This work will be measured for payment as follows.

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).

(b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

586.05 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

"(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract."

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

MINIMUM WAGES FOR FEDERAL AND FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.