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.DE-Contracts@Illinois.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 PAPER 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, <u>do not include the blank pages of the schedule of prices that came with the proposal package.</u>
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) – 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 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 – Do Not Submit with Bid The bidder shall submit an 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 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 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.
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
QUESTIONS: following contract execution

5

TIETOTII WITH BIB
Proposal Submitted By
Name
Address
City

Letting November 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



Springfield, Illinois 62764

Contract No. 64564
WINNEBAGO County
Section (76,77)R
Route FAP 505
Project ACNHPP-0505(028)
District 2 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:	
☐ A <u>Bid</u> <u>Bond</u> 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	

(Printed by authority of the State of Illinois)

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1.

PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

District 2 Construction Funds

Proposal of
Taxpayer Identification Number (Mandatory) For the improvement identified and advertised for bids in the Invitation for Bids as:
Contract No. 64564 WINNEBAGO County Section (76,77)R Project ACNHPP-0505(028) Route FAP 505

Widening and resurfacing of IL 75 from Rock River bridge to Illinois Route 2 in Rockton, IL and reconstruction from the Rock River to Green Street.

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:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
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\$	3400,000
\$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\$	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$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	y 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	e to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond will bec	ome void or the proposal	guaranty check will be returned to the
undersigned.		

undersigned.		sine told of the proposal guaranty officer, will be foldined to the				
Attach Cashier's C	heck or Certif	ied Check Here				
	n 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.	following combit the combination proportion to th	A BIDS. The undersigned bidder further agrees that if awarded the nation, he/she will perform the work in accordance with the requirem bid specified in the schedule below, and that the combination bid e bid submitted for the same. If an error is found to exist in the grosed in a combination, the combination bid shall be corrected as provide	ents of each individual contract comprisin I shall be prorated against each section i ss sum bid for one or more of the individua
		n a combination bid is submitted, the schedule below must be corising the combination.	ompleted in each proposal
		ernate bids are submitted for one or more of the sections comproination bid must be submitted for each alternate.	rising the combination, a
		Schedule of Combination Bids	
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents
7.	schedule of prid all extensions schedule are ap is an error in th will be made of The scheduled	F PRICES. The undersigned bidder submits herewith, in accordances for the items of work for which bids are sought. The unit prices and summations have been made. The bidder understands the opproximate and are provided for the purpose of obtaining a gross subsequence of the unit prices, the unit prices will govern. Payment only for actual quantities of work performed and accepted or material quantities of work to be done and materials to be furnished may be here in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid im for the comparison of bids. If there to the contractor awarded the contract is furnished according to the contract.
8.	500/20-43) prov	O DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Provides that a person (other than an individual acting as a sole propriet as or conduct affairs in the State of Illinois prior to submitting the bid.	or) must be a legal entity authorized to
9.	Department pro and make payr Purchasing Of Department. N	DF CONTRACT: The Department of Transportation will, in a currements, execute the contract and shall be the sole entity havin ments under the contract. Execution of the contract by the Chief Princer (SPO) is for approval of the procurement process and leither the CPO nor the SPO shall be responsible for administration or payment there under except as otherwise permitted in the	g the authority to accept performance rocurement Officer (CPO) or the State execution of the contract by the tion of the contract or determinations
10.	The services of	of a subcontractor will be used.	
	Check box Check box		
	their name	subcontractors with subcontracts with an annual value of more than, address, general type of work to be performed, and the dollar alloca 00/20-120)	

State Job # - C-92-118-05

 Project Number
 Route

 ACNHPP-0505/028/
 FAP 505

County Name - WINNEBAGO- -

X4022000 TEMP ACCESS- COM ENT

Code - 201 - District - 2 - Section Number - (76,77)R

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2002914	T-CELTIS OCCID 1-3/4	EACH	10.000				
A2006514	T-QUERCUS BICOL 1-3/4	EACH	14.000				
A2006914	T-QUERCUS PALUS 1-3/4	EACH	10.000				
D2002288	E-PICEA PUNG GLAU 8'	EACH	15.000				
X0322102	TEMP SIDEWALK RAMP	EACH	4.000				
X0323569	STEEL POST REMOVAL	EACH	13.000				
X0326440	SURF REM VAR DP (SPL)	SQ YD	5,227.000				
X0326694	PLUG EX STORM SEWERS	CU YD	0.100				
X0327019	REM RELOC TREE F&G	EACH	4.000				
X0327036	BIKE PATH REM	SQ YD	48.000				
X0327980	PAVMT MRKG REM WTR BL	SQ FT	36,522.000				
X0350805	FOLD DOWN BOLLARDS	EACH	2.000				
X3550015	HMA BASE CSE VAR DP	TON	1,528.000				
X4021000	TEMP ACCESS- PRIV ENT	EACH	20.000				

43.000

EACH

State Job # - C-92-118-05

County Name - WINNEBAGO - ACNHPP-0505/028/ FAP 505

Code - 201 - District - 2 - Section Number - (76,77)R

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
X4240800	DETECTABLE WARN SPL	SQ FT	92.000				
X4400110	TEMP PAVT REMOVAL	SQ YD	2,057.000				
X4401198	HMA SURF REM VAR DP	SQ YD	760.000				
X4402805	ISLAND REMOVAL	SQ FT	361.000				
X5010523	REM CONC END SEC	EACH	3.000				
X5011100	FOUNDATION REM	EACH	3.000				
X6024240	INLETS SPL	EACH	10.000				
X6024246	INLETS SPL N3	EACH	12.000				
X6024248	INLETS SPL N4	EACH	5.000				
X6024250	INLETS SPL N5	EACH	41.000				
X6024252	INLETS SPL N6	EACH	2.000				
X6024254	INLETS SPL N7	EACH	3.000				
X6024256	INLETS SPL N8	EACH	1.000				
X6026050	SANITARY MANHOLE ADJ	EACH	6.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				

State Job # - C-92-118-05

	Project Number	Route
WINNEBAGO	ACNHPP-0505/028/	FAP 505

Code - 201 - District - 2 - Section Number - (76,77)R

County Name -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
Z0001110	GAS VALVE ADJUSTED	EACH	9.000				
Z0007430	TEMP SIDEWALK	SQ FT	226.000				
Z0007601	BLDG REMOV NO 1	L SUM	1.000				
Z0007602	BLDG REMOV NO 2	L SUM	1.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0025505	PROPERTY MARKERS	EACH	100.000				
Z0028415	GEOTECHNICAL REINF	SQ YD	26,103.000				
Z0033072	VIDEO VEH DET SYS	EACH	2.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0049801	R&D FRIABL ASB BLD 1	L SUM	1.000				
Z0049901	R&D NON-FR ASB BLD 1	L SUM	1.000				
Z0049902	R&D NON-FR ASB BLD 2	L SUM	1.000				
Z0056608	STORM SEW WM REQ 12	FOOT	510.000				
Z0056612	STORM SEW WM REQ 18	FOOT	58.000				
Z0056616		FOOT	116.000				

State Job # - C-92-118-05

County Name - WINNEBAGO - ACNHPP-0505/028/ FAP 505

Code - 201 - District - 2 - Section Number - (76,77)R

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
Z0056620	STORM SEW WM REQ 30	FOOT	522.000				
Z0056622	STORM SEW WM REQ 36	FOOT	233.000				
Z0056631	SS WM REQ EQRS 24	FOOT	51.000				
Z0062456	TEMP PAVEMENT	SQ YD	2,057.000				
Z0074100	TERMINATE DEAD END RD	EACH	4.000				
20100110	TREE REMOV 6-15	UNIT	343.000				
20100210	TREE REMOV OVER 15	UNIT	481.000				
20100500	TREE REMOV ACRES	ACRE	0.250				
20101100	TREE TRUNK PROTECTION	EACH	81.000				
20200100	EARTH EXCAVATION	CU YD	28,853.000				
20800150	TRENCH BACKFILL	CU YD	5,455.000				
21101615	TOPSOIL F & P 4	SQ YD	30,665.000				
25000210	SEEDING CL 2A	ACRE	4.000				
25000400	NITROGEN FERT NUTR	POUND	509.000				
25000500	PHOSPHORUS FERT NUTR	POUND	509.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
25000600	POTASSIUM FERT NUTR	POUND	509.000				
25000750	MOWING	ACRE	4.000				
25100125	MULCH METHOD 3	ACRE	4.000				
25100630	EROSION CONTR BLANKET	SQ YD	17,855.000				
25100900	TURF REINF MAT	SQ YD	478.000				
25200110	SODDING SALT TOLERANT	SQ YD	12,347.000				
25200200	SUPPLE WATERING	UNIT	111.300				
28000250	TEMP EROS CONTR SEED	POUND	652.000				
28000305	TEMP DITCH CHECKS	FOOT	473.000				
28000400	PERIMETER EROS BAR	FOOT	4,249.000				
28000500	INLET & PIPE PROTECT	EACH	42.000				
28000510	INLET FILTERS	EACH	80.000				
28100105		SQ YD	165.000			h	
28100107		SQ YD	19.000				
	FILTER FABRIC	SQ YD	19.000				

State Job # - C-92-118-05

Project Number Route
ACNHPP-0505/028/ FAP 505

County Name - WINNEBAGO- - Code - 201 - -

Code - 201 - District - 2 - Section Number - (76,77)R

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
30300001	AGG SUBGRADE IMPROVE	CU YD	299.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	24,318.000				
30300127	AGG SUBGRADE IMPR 27	SQ YD	11,196.000				
31101600	SUB GRAN MAT B 8	SQ YD	5,159.000				
35102000	AGG BASE CSE B 8	SQ YD	2,032.000				
35102400	AGG BASE CSE B 12	SQ YD	9,134.000				
35501317	HMA BASE CSE 8 1/4	SQ YD	7,662.000				
40600275	BIT MATLS PR CT	POUND	66,762.000				
40600290	BIT MATLS TACK CT	POUND	25,495.000				
40600637	LB MM IL-9.5FG N70	TON	1,538.000				
40600982	HMA SURF REM BUTT JT	SQ YD	320.000				
40600990	TEMPORARY RAMP	SQ YD	561.000				
40603310	HMA SC "C" N50	TON	1,461.000				
40603340	HMA SC "D" N70	TON	2,004.000				
40603415	HMA SC IL-9.5FG N50	TON	336.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
40800050	INCIDENTAL HMA SURF	TON	1,847.000				
42000080	PVT CON PCC BR APP SL	SQ YD	19.000				
42000411	PCC PVT 9 1/2 JOINTD	SQ YD	17,755.000				
42000800	HES PCC PVT 7	SQ YD	83.000				
42001300	PROTECTIVE COAT	SQ YD	17,755.000				
42300300	PCC DRIVEWAY PAVT 7	SQ YD	3,028.000				
42400200	PC CONC SIDEWALK 5	SQ FT	33,707.000				
42400800	DETECTABLE WARNINGS	SQ FT	869.000				
44000100	PAVEMENT REM	SQ YD	16,721.000				
44000155	HMA SURF REM 11/2	SQ YD	15,906.000				
44000157	HMA SURF REM 2	SQ YD	8,534.000				
44000200	DRIVE PAVEMENT REM	SQ YD	577.000				
44000300	CURB REM	FOOT	35.000				
44000500	COMB CURB GUTTER REM	FOOT	3,361.000				
44000600	SIDEWALK REM	SQ FT	22,578.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

Code - 201 - District - 2 - Section Number - (76,77)R

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
44004250	PAVED SHLD REMOVAL	SQ YD	4,945.000				
44200152	PAVT PATCH T1 13	SQ YD	8.000				
44200156	PAVT PATCH T2 13	SQ YD	2,288.000				
44200160	PAVT PATCH T3 13	SQ YD	1,075.000				
44200162	PAVT PATCH T4 13	SQ YD	710.000				
44300200	STRIP REF CR CON TR	FOOT	6,745.000				
48102100	AGG WEDGE SHLD TYPE B	TON	237.000				
48203023	HMA SHOULDERS 6 1/2	SQ YD	3,903.000				
50100300	REM EXIST STRUCT N1	EACH	1.000				
50104400	CONC HDWL REM	EACH	1.000				
50105220	PIPE CULVERT REMOV	FOOT	183.000				
50300255	CONC SUP-STR	CU YD	0.700				
50800205	REINF BARS, EPOXY CTD	POUND	120.000				
52200800		SQ FT	141.000				
542A0223	P CUL CL A 1 18	FOOT	29.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
542A0229	P CUL CL A 1 24	FOOT	12.000				
542A5473	P CUL CL A 1 EQRS 18	FOOT	19.000				
542D0229	P CUL CL D 1 24	FOOT	92.000				
542D0241	P CUL CL D 1 36	FOOT	40.000				
54213453	END SECTIONS 18	EACH	2.000				
54213459	END SECTIONS 24	EACH	4.000				
54213471	END SECTIONS 36	EACH	2.000				
54214293	END SEC EQV R-S 18	EACH	2.000				
54214317	END SEC EQV R-S 42	EACH	1.000				
54244405	FL INLT BX MED 542546	EACH	9.000				
54248510	CONCRETE COLLAR	CU YD	0.800				
54261236	CONC ES 542001 36 1:2	EACH	1.000				
54261424		EACH	1.000				
54261427		EACH	1.000			··•	
54263424		EACH	1.000				

State Job # - C-92-118-05

	Project Number	Route
WINNEBAGO	ACNHPP-0505/028/	FAP 505

Code - 201 - District - 2 - Section Number - (76,77)R

County Name -

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
550A0050	STORM SEW CL A 1 12	FOOT	966.000				
550A0070	STORM SEW CL A 1 15	FOOT	652.000				
550A0120	STORM SEW CL A 1 24	FOOT	13.000				
550A0130	STORM SEW CL A 1 27	FOOT	450.000				
550A0140	STORM SEW CL A 1 30	FOOT	192.000				
550A0340	STORM SEW CL A 2 12	FOOT	971.000				
550A0360	STORM SEW CL A 2 15	FOOT	794.000				
550A0380	STORM SEW CL A 2 18	FOOT	118.000				
550A0400	STORM SEW CL A 2 21	FOOT	347.000				
550A0410	STORM SEW CL A 2 24	FOOT	105.000				
550A0420	STORM SEW CL A 2 27	FOOT	168.000				
550A0430	STORM SEW CL A 2 30	FOOT	285.000				
550A0450	STORM SEW CL A 2 36	FOOT	1,019.000				
550A4100	SS CL A 1 EQRS 24	FOOT	100.000				
550A4500	SS CL A 1 EQRS 36	FOOT	517.000				

State Job # - C-92-118-05

County Name - WINNEBAGO- - Project Number Route

ACNHPP-0505/028/ FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
550A4700	SS CL A 1 EQRS 42	FOOT	563.000				
55100500	STORM SEWER REM 12	FOOT	576.000				
55100700	STORM SEWER REM 15	FOOT	353.000				
55100900	STORM SEWER REM 18	FOOT	292.000				
56109210	WATER VALVES ADJUST	EACH	43.000				
56400300	FIRE HYDNTS TO BE ADJ	EACH	15.000				
60100060	CONC HDWL FOR P DRAIN	EACH	2.000				
60100080	FRENCH DRAINS	CU YD	15.000				
60100915	PIPE DRAINS 6	FOOT	29.000				
60108100	PIPE UNDERDRAIN 4 SP	FOOT	66.000				
60108104	PIPE UNDERDR T 1 4	FOOT	8,527.000				
60218300	MAN TA 4 DIA T1F OL	EACH	1.000				
60218400	MAN TA 4 DIA T1F CL	EACH	4.000				
60219000	MAN TA 4 DIA T8G	EACH	2.000				
60219100	MAN TA 4 DIA T9F&G	EACH	1.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
60221000	MAN TA 5 DIA T1F OL	EACH	2.000				
60221100	MAN TA 5 DIA T1F CL	EACH	6.000				
60221800	MAN TA 5 DIA T9F&G	EACH	2.000				
60223700	MAN TA 6 DIA T1F OL	EACH	1.000				
60223800	MAN TA 6 DIA T1F CL	EACH	5.000				
60224446	MAN TA 7 DIA T1F CL	EACH	1.000				
60224459	MAN TA 8 DIA T1F CL	EACH	2.000				
60224469	MAN TA 9 DIA T1F CL	EACH	2.000				
60236800	INLETS TA T11F&G	EACH	1.000				
60250200	CB ADJUST	EACH	1.000				
60255500	MAN ADJUST	EACH	10.000				
60255800	MAN ADJ NEW T1F CL	EACH	1.000				
60500040		EACH	4.000				
60500050		EACH	5.000				
60500060		EACH	9.000				

State Job # - C-92-118-05

County Name - WINNEBAGO - ACNHPP-0505/028/ FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
60600095	CLASS SI CONC OUTLET	CU YD	18.100				
60600605	CONC CURB TB	FOOT	156.000				
60603800	COMB CC&G TB6.12	FOOT	563.500				
60604400	COMB CC&G TB6.18	FOOT	1,605.500				
60605000	COMB CC&G TB6.24	FOOT	12,606.000				
60608600	COMB CC&G TM6.06	FOOT	32.500				
60610400	COMB CC&G TM6.24	FOOT	68.000				
60618300	CONC MEDIAN SURF 4	SQ FT	487.000				
60620000	CONC MED TSB6.24	SQ FT	609.000				
60624600	CORRUGATED MED	SQ FT	1,050.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	50.000				
63000003	SPBGR TY A 9FT POSTS	FOOT	75.000				
63100085	TRAF BAR TERM T6	EACH	2.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	2.000				
63200310	GUARDRAIL REMOV	FOOT	117.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	х	Unit Price	=	Total Price
63500105	DELINEATORS	EACH	15.000				
66700305	PERM SURV MKRS T2	EACH	2.000				
66900200	NON SPL WASTE DISPOSL	CU YD	12,600.000				
66900450	SPL WASTE PLNS/REPORT	L SUM	1.000				
66900530	SOIL DISPOSAL ANALY	EACH	25.000				
67000400	ENGR FIELD OFFICE A	CAL MO	26.000				
67100100	MOBILIZATION	L SUM	1.000				
70100100	TRAF CONT-PROT 701316	EACH	1.000				
70100500	TRAF CONT-PROT 701326	L SUM	1.000				
70102620	TR CONT & PROT 701501	L SUM	1.000				
70102622	TR CONT & PROT 701502	L SUM	1.000				
70102625	TR CONT & PROT 701606	L SUM	1.000				
70102635		L SUM	1.000				
70102640		L SUM	1.000				
70103815		CAL DA	150.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

Item Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
70106500	TEMP BR TRAF SIGNALS	EACH	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	15.000				
70300100	SHORT TERM PAVT MKING	FOOT	14,256.000				
70300150	SHRT TRM PAVT MK REM	SQ FT	4,753.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	2,406.000				
70300220	TEMP PVT MK LINE 4	FOOT	89,106.000				
70300240	TEMP PVT MK LINE 6	FOOT	4,087.000				
70300280	TEMP PVT MK LINE 24	FOOT	1,789.000				
72000100	SIGN PANEL T1	SQ FT	862.000				
72000200	SIGN PANEL T2	SQ FT	39.000				
72400310	REMOV SIGN PANEL T1	SQ FT	595.000				
72501000	TERMINAL MARKER - DA	EACH	2.000				
72800100	TELES STL SIN SUPPORT	FOOT	1,567.000				
78001110	PAINT PVT MK LINE 4	FOOT	5,153.000				
78009000	MOD URETH PM LTR-SYM	SQ FT	1,848.000				

State Job # - C-92-118-05

		Project Number	Route
County Name -	WINNEBAGO	ACNHPP-0505/028/	FAP 505

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
78009004	MOD URETH PM LINE 4	FOOT	24,081.000				
78009006	MOD URETH PM LINE 6	FOOT	2,793.000				
78009008	MOD URETH PM LINE 8	FOOT	1,934.000				
78009012	MOD URETH PM LINE 12	FOOT	3,883.000				
78009024	MOD URETH PM LINE 24	FOOT	787.000				
78100100	RAISED REFL PAVT MKR	EACH	459.000				
78200005	GRDRAIL REF TYPE A	EACH	5.000				
80500100	SERV INSTALL TY A	EACH	2.000				
81028740	UNDRGRD C CNC 1 1/2	FOOT	66.000				
81028760	UNDRGRD C CNC 2 1/2	FOOT	89.000				
81028790	UNDRGRD C CNC 4	FOOT	447.000				
81400700	HANDHOLE PCC	EACH	6.000				
81400720	DBL HANDHOLE PCC	EACH	2.000				
81702110	EC C XLP USE 1C 10	FOOT	2,582.000				
82103250	LUM SV HOR MT PC 250W	EACH	8.000				

State Job # - C-92-118-05

 Project Number
 Route

 ACNHPP-0505/028/
 FAP 505

County Name - WINNEBAGO- -

Code - 201 - District - 2 - Section Number - (76,77)R

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
84200804	REM POLE FDN	EACH	1.000				
85100800	PT NEW COM MA&P <40FT	EACH	4.000				
85100901	PT NEW COM MA&P>=40FT	EACH	4.000				
85700200	FAC T4 CAB	EACH	2.000				
87301215	ELCBL C SIGNAL 14 2C	FOOT	2,038.000				
87301225	ELCBL C SIGNAL 14 3C	FOOT	2,150.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	1,968.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	1,249.000				
87301815	ELCBL C SERV 6 3C	FOOT	92.000				
87301900	ELCBL C EGRDC 6 1C	FOOT	628.000				
87702850	STL COMB MAA&P 24	EACH	2.000				
87702900	STL COMB MAA&P 34	EACH	5.000				
87702940	STL COMB MAA&P 42	EACH	1.000				
87800200	CONC FDN TY D	FOOT	6.000				
87800400	CONC FDN TY E 30D	FOOT	93.000				

State Job # - C-92-118-05

Project Number Route
ACNHPP-0505/028/ FAP 505

County Name - WINNEBAGO- -

Code - 201 - - District - 2 - -

Section Number - (76,77)R

ltem Number	Pay Item Description	Unit of Measure	Quantity	X	Unit Price	=	Total Price
87800415	CONC FDN TY E 36D	FOOT	13.000				
88040090	SH P LED 1F 3S MAM	EACH	12.000				
88040150	SH P LED 1F 5S BM	EACH	4.000				
88040160	SH P LED 1F 5S MAM	EACH	4.000				
88102717	PED SH LED 1F BM CDT	EACH	16.000				
88200400	TS BACKPLATE F PLAST	EACH	16.000				
88800100	PED PUSH-BUTTON	EACH	16.000				

CONTRACT NUMBER	64564	
THIS IS THE TOTAL BID		\$

NOTES:

- 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.

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 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:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:
□lac	knc	welledge 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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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? YESNO
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 <u>per individual per bid</u> even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by 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 <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
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

 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 IND	IVIDUAL (type	or print information)		
NA	ME:			
AD	DRESS			
Тур	e of ownership	/distributable income share:	:	
stoo		sole proprietorship	Partnership	other: (explain on separate sheet):
% 0	r \$ value of own	ership/distributable income sh	are:	

- **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.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State
 Toll Highway Authority?
 Yes ___No __
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 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 Salary exceeds 60% of the annual salary of the Governor, are you e (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive n, partnership, association or
4.	If you are currently appointed to or employed by any agency of the Salary exceeds 60% of the annual salary of the Governor, are you a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amount salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including con previous 2 years.	
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appointed agency of the State of Illinois, and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60 annual salary exceeds 60 annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual salary exceeds 60	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributable firm, partnership, association or corporation, or (ii) an amount in excannual salary of the Governor?	I salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern local government authorized by the Constitution of the State of Illinoi currently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previous 2 ye daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lob	byist of the State government. YesNo

e previous 2 years; spouse, father, mother, YesNo
s, by any registered election or reelection clerk of the State of Illinois, or any political the Federal Board of Elections. YesNo
er; who was a compensated employee in the registered with the Secretary of State or any littee registered with either the Secretary of
Yes No
·····
t of the bidder or offeror who is not identified ng, or may communicate with any State officer continuing obligation and must be promp nout the term of the contract. If no person

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	
	s submitted on behalf of the INDIVIDUAL named on preventing the contents of this disclosure to be true and accurate the contents of this disclosure to be true and accurate the contents of th	
Completed by:		
	Signature of Individual or Authorized Representative	Date
	Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT	Date
	<u>`</u>	
the criteria that would req	NOT APPLICABLE STATEMENT I have determined that no individuals associated with the	his organization meet
the criteria that would req	NOT APPLICABLE STATEMENT I have determined that no individuals associated with the completion of this Form A.	his organization meet
the criteria that would req	NOT APPLICABLE STATEMENT I have determined that no individuals associated with the completion of this Form A.	his organization meet
the criteria that would req	NOT APPLICABLE STATEMENT I have determined that no individuals associated with the later the completion of this Form A. Is submitted on behalf of the CONTRACTOR listed on the later than	his organization meet e previous page.

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor Na	ıme			
Legal Address	3			
City, State, Zi	p			
Telephone Nu	ımber		Email Address	Fax Number (if available)
			l s Form is required by Section 50-3 dicly available contract file. This Fo	5 of the Code (30 ILCS 500). orm B must be completed for all bids.
	DISCLOSURE (OF OTHER (CONTRACTS AND PROCUREME	NT RELATED INFORMATION
has any per any other S	nding contracts (inc state of Illinois agend	luding leases cy: Yes _	ement Related Information. The Es), bids, proposals, or other ongoin No to complete the signature box on the	g procurement relationship with
	such as bid or proje		relationship by showing State of III attach additional pages as necessa	inois agency name and other descriptive ary). SEE DISCLOSURE FORM
		THE FOL	LOWING STATEMENT MUST BE	CHECKED
			Signature of Authorized Representative	Date
			OWNERSHIP CERTIFICATI	<u>ON</u>
	e certify that the foll of ownership.	owing stater	nent is true if the individuals for al	submitted Form A disclosures do not t
			erest is held by individuals receiv butive income or holding less than	ring less than \$106,447.20 of the bidd a 5% ownership interest.
	☐ Yes ☐ No		Form A disclosure(s) established 1	00% ownership)

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.



PART I. IDENTIFICATION

Contract No. 64564
WINNEBAGO County
Section (76,77)R
Project ACNHPP-0505(028)
Route FAP 505
District 2 Construction Funds

Dept. of Human Rig	hts #						[Duratio	n of P	roject:							
Name of Bidder:																	
PART II. WORKFO A. The undersigned which this contract wor projection including a p	bidder ha	as analyz perform	ed mir ed, an	d for th d fema	ne locati	ons froi	n whic	h the b	idder re	cruits	employe	es, and he	reby subm	its the foll	owir con	ng workfo	
	TOTAL Workforce Projection for Contract CURRENT EMPLOYEES TO BE ASSIGNED												S				
	MINORITY EMPLOYEES TRAINEES											TO BE					
JOB		TAL	-				*OTI		APPI	REN-	ON T	HE JOB		OTAL		MINC	
CATEGORIES	EMPL(OYEES F	BLA M	ACK F	HISP/ M	ANIC	MIN	OR. F	TIC M	ES F	TRA M	INEES	EMPL M	OYEES F		EMPLO M)YEES F
OFFICIALS (MANAGERS)	101		101		101		101		141	'	101		101			101	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
_		BLE C		, ,					7			FOR I	DEPARTM	MENT USE	- 01	ILY	
EMPLOYEES	OTAL Tra	aining Pro TAL	ojectio	n tor C	ontract		*∩T	HER	-					50-		•	
IN	_	OYEES	BLA	ACK	HISP	ANIC		NOR.									
TRAINING	М	F	М	F	М	F	М	F									
APPRENTICES																	
ON THE JOB																	

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

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

Contract No. 64564 WINNEBAGO County Section (76,77)R Project ACNHPP-0505(028) Route FAP 505 District 2 Construction Funds

PART II. WORKFORCE PROJECTION - continued

В.		led in "Total Employees" under Table A is the total the undersigned bidder is awarded this contract.	number of new hires that would	be employed in the
	The u	ndersigned bidder projects that: (number)		new hires would be
	recrui	ndersigned bidder projects that: (number)ted from the area in which the contract project is lo		
	offico	or base of operation is located.	be recruited from the area in which	ch the bidder's principal
		•		
C.		led in "Total Employees" under Table A is a project signed bidder as well as a projection of numbers o		
	The u	ndersigned bidder estimates that (number)		persons will
	be dir	ndersigned bidder estimates that (number)ectly employed by the prime contractor and that (no byed by subcontractors.	umber)	persons will be
PART I	II. AFF	FIRMATIVE ACTION PLAN		
A.	utiliza in any comm (geare utiliza	indersigned bidder understands and agrees that it it is projection included under PART II is determined job category, and in the event that the undersignencement of work, develop and submit a writter ded to the completion stages of the contract) what it is a corrected. Such Affirmative Action Plantainois Department of Human Rights.	ed to be an underutilization of migned bidder is awarded this cont on Affirmative Action Plan included nereby deficiencies in minority a	nority persons or women ract, he/she will, prior to ling a specific timetable and/or female employee
B.	submi	ndersigned bidder understands and agrees that the itted herein, and the goals and timetable included upart of the contract specifications.		
Comp	any		Telephone Number	
Addre				
7.00.0				
		NOTICE REGARDIN		
		signature on the Proposal Signature Sheet will constituted only if revisions are required.	e the signing of this form. The follow	wing signature block needs
Signat	ure: 🗌		Title:	Date:
Instructi	ons:	All tables must include subcontractor personnel in addition to	prime contractor personnel.	
Table A	-	Include both the number of employees that would be hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprenti	all apprentices and on-the-job trainees.	The "Total Employees" column
Table B	-	Include all employees currently employed that will be allocate currently employed.	ed to the contract work including any appre	entices and on-the-job trainees
Table C	-	Indicate the racial breakdown of the total apprentices and on-	the-job trainees shown in Table A.	

ADDITIONAL FEDERAL REQUIREMENTS

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

- A. By the execution of this proposal, the signing bidder certifies that the bidding entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. This statement made by the undersigned bidder is true and correct under penalty of perjury under the laws of the United States.
- B. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
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

Contract No. 64564 WINNEBAGO County Section (76,77)R Project ACNHPP-0505(028) Route FAP 505 District 2 Construction Funds

PROPOSAL SIGNATURE SHEET

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

Firm Name	
Signature of Owner	
Business Address	
Firm Name	
Ву	
Business Address	
	Name and Address of All Members of the Firm:
Corporate Name	
Ву	Signature of Authorized Representative
	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	, ,
Attest	Signature
Duningan Addungan	
Business Address	
Corporate Name	
-,	Signature of Authorized Representative
	Typed or printed name and title of Authorized Representative
	Typed of printed name and title of Authorized Representative
Attest	
	Signature
Business Address	
nlease attach an addit	onal signature sheet
	Signature of Owner Business Address Firm Name By Business Address Corporate Name By Attest Business Address Corporate Name By

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							
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,						
THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid propose the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published Transportation Bulletin during the effective term indicated above.							
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall						
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in						
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer day of A.D.,						
(Company Name)	(Company Name)						
Ву	Ву						
(Signature and Title)	(Signature of Attorney-in-Fact)						
Notary for PRINCIPAL	Notary for SURETY						
STATE OF	STATE OF						
COUNTY OF	COUNTY OF						
Signed and attested before me on (date)	Signed and attested before me on (date)						
by							
(Name of Notary Public)	(Name of Notary Public)						
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)						
(Date Commission Expires)	(Date Commission Expires)						

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.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

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	e
(NOW ALL PERSONS BY THE	SE PRESENTS, That We		
as PRINCIPAL, and			
the amount specified in the bid	proposal under "Proposal Guaranty" i	in effect on the date of the Invitation for	of 5 percent of the total bid price, or for r Bids, whichever is the lesser sum, well s, executors, administrators, successors
			omitted a bid proposal to the STATE OF retation Bulletin Item Number and Letting
specified in the bidding and cor with the terms of the bidding and with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and if, after award documents including evide for the faithful performance of such event of the failure of the PRINCIP perence not to exceed the penalty here tract with another party to perform the	by the Department, the PRINCIPAL sence of the required insurance coverage contract and for the prompt payment AL to enter into such contract and to go for between the amount specified in the	RINCIPAL shall, within the time and as shall enter into a contract in accordance es and providing such bond as specified to of labor and material furnished in the give the specified bond, the PRINCIPAL bid proposal and such larger amount for the this obligation shall be null and void,
hen Surety shall pay the penal within such period of time, the [sum to the Department within fiftee	n (15) days of written demand therefo ollect the amount owed. Surety is liable	as set forth in the preceding paragraph, r. If Surety does not make full payment e to the Department for all its expenses,
n TESTIMONY WHEREOF, caused this instrument to be day of		In TESTIMONY WHEREOF, instrument to be signed by its day of	the said SURETY has caused this officer A.D.,
(Compa	any Name)	(Com	pany Name)
Зу		Ву	
(Sign	ature and Title)		e of Attorney-in-Fact)
Notary for PRINCIPAL		Notary for SURETY	
STATE OF		STATE OF	
COUNTY OF		COUNTY OF	
Signed and attested before r	ne on (date)	Signed and attested before m	ne on (date)
(Name of	Notary Public)	(Name o	f Notary Public)
(Seal)		(Seal)	
,,	(Signature of Notary Public)		(Signature of Notary Public)
	(Date Commission Expires)	_	(Date Commission Expires)
proposal the Principal is en		oid bond has been executed and	Electronic Bid Bond. By signing the the Principal and Surety are firmly
Electronic Bid Bond ID #	Company/Bidder Nan	ne	Signature and Title



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

Date

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) Pro	ject and Bid Identification			
Complet	te the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting [Date			
Contrac	t No.			
Letting I	Item No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or bidding company: (check one) Meets or exceeds contract award goals and has provided do Disadvantaged Business Participation percent Attached are the signed participation statements, forms SBE use of each business participating in this plan and assuring the work of the contract. Failed to meet contract award goals and has included good for provided participation as follows: Disadvantaged Business Participation percent The contract goals should be accordingly modified or waiv support of this request including good faith effort. Also a required by the Special Provision evidencing availability and	cumented participation as fort 2025, required by the Spectat each business will perfort aith effort documentation to the ed. Attached is all informattached are the signed participation.	cial Provision evident a commercial meet the goals a stion required by articipation state	dencing availability and ly useful function in the and that my company has the Special Provision in the ments, forms SBE 2025,
	business will perform a commercially useful function in the wo			
Bv	Company	The "as read" Low Bidder is re		•
•		Submit only one utilization pla submitted in accordance with		
Title		Bureau of Small Business Ent	erprises	Local Let Projects

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.

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency



DBE Participation Statement

Subcontractor Registration Number		Letting				
Participation Statement Item No.						
(1) Instruction	าร			С	ontract 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.				l complete an		
(2) Work:						
Please indicat	te: J/V	Manufacturer	Supplier (60%)	Subcor	tractor	Trucking
Pay Item No.	Descri	ption (Anticipated items	for trucking)*	Quantity	Unit Price	Total
(2) Doutiel De	umant Itama (Far	any of the above items y	uhiah ava navtial nav it	a-ma)	Total	
	ist be sufficient to d	any of the above items v letermine a Commercially			work and subcontrac	t dollar amount:
subcontract, it	is to be a second-t must be clearly in	tier subcontractor, or if the dicated on the DBE Par	ticipation Statement, a	and the details of the	ne transaction fully	explained.
In the event a contract, the p	DBE subcontractorime must submit	or second-tiers a portion a DBE Participation Sta	of its subcontract to o tement, with the detail	ne or more subcor s of the transaction	ntractors during the n(s) fully explained.	work of a
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 1 st 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.						
ű	nature for Contractor _	1 st Tier 2 nd Tier		•	DBE Firm 1 st Tier	2 nd Tier
Contact Pers	on		Cont	act Person		
Title			Title			
Firm Name Firm Name						
Address	Address Address					
City/State/Zip			City/	State/Zip		
Phone			Phoi	ne		
Email Addres	ss		Ema	il Address		
					E	
The Department of To-	anapartation is requestive all	and any and information that in passage	with accomplish the statut	ann an airitimed riades the enter	to and 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



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

lame:	
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. 64564
WINNEBAGO County
Section (76,77)R
Project ACNHPP-0505(028)
Route FAP 505
District 2 Construction Funds



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 <u>State Required Ethical Standards Governing Subcontractors</u>.

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.

C. <u>Debt Delinquency</u>

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 subcontract 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

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. <u>Disclosure Forms</u>. 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. <u>Disclosure Form Instructions</u>

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? YESNO
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 <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
'FS"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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.

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name		
Subcontractor Name		
Legal Address		
Legal Address		
City, State, Zip		
Oity, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
relephone Number	Liliali Addiess	i ax inuitibei (ii 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 openended 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.

FOR INDIVIDUAL (type or print information)

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)

TOTT INDIVIDUAL (type or print information)		
NAME:			
ADDRESS _			
Type of owner	ship/distributable income share:	:	
stock % or \$ value of	sole proprietorship ownership/distributable income sh	Partnershipare:	other: (explain on separate shee
	nterest relationships apply. If the		dicate which, if any, of the following is "Yes", please attach additional
(a) State employme	nt, currently or in the previous 3	years, including contractu	ual employment of services. Yes No
If your answer is	yes, please answer each of the	e following questions.	<u> </u>
-	currently an officer or employee way Authority?	e of either the Capitol Deve	elopment Board or the Illinois State YesNo
currently exceeds	currently appointed to or emplo appointed to or employed by a 60% of the annual salary of the or which you are employed and	ny agency of the State of le Governor, provide the na	Illinois, and your annual salary

	3.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Govern (i) more than 7 1/2% of the total distributable incomporation, or (ii) an amount in excess of 100% of the	nor, are you entitled to rece e of your firm, partnershi	eive p, association or ernor?
	4.	If you are currently appointed to or employed by any a salary exceeds 60% of the annual salary of the Governor minor children entitled to receive (i) more than 15 income of your firm, partnership, association or corpo the salary of the Governor?	nor, are you and your spou % in the aggregate of the	use e total distributable excess of two times
(b)		employment of spouse, father, mother, son, or daughte previous 2 years.	r, including contractual er	
	If	your answer is yes, please answer each of the following		J <u> </u>
	1.	Is your spouse or any minor children currently an office Board or the Illinois State Toll Highway Authority?	er or employee of the Cap YesNo	
		Is your spouse or any minor children currently appoint of Illinois? If your spouse or minor children is/are agency of the State of Illinois, and his/her annual annual salary of the Governor, provide the name of you of the State agency for which he/she is employed and	currently appointed to o salary exceeds 60% of the ir spouse and/or minor chi	r employed by any ne Idren, the name
	3.	If your spouse or any minor children is/are currently ap State of Illinois, and his/her annual salary exceeds 609 are you entitled to receive (i) more than 71/2% of the tifirm, partnership, association or corporation, or (ii) annual salary of the Governor?	of the annual salary of the otal distributable income o	ne Governor, f your of 100% of the
	4.	If your spouse or any minor children are currently app State of Illinois, and his/her annual salary exceeds 60% are you and your spouse or minor children entitled to aggregate of the total distributable income of your firm (ii) an amount in excess of two times the salary of the Co	o of the annual salary of the receive (i) more than 15 n, partnership, association Governor?	e Governor, % in the n or corporation, or
	- ·		YesN	
(C)	unit of	ve status; the holding of elective office of the State of Illi local government authorized by the Constitution of the currently or in the previous 3 years.		utes of the State of
(d)		onship to anyone holding elective office currently or in the r daughter.	ne previous 2 years; spous YesN	
(e)	Americ of the	ntive office; the holding of any appointive government of ca, or any unit of local government authorized by the Co State of Illinois, which office entitles the holder to comp scharge of that office currently or in the previous 3 years	nstitution of the State of I ensation in excess of the	llinois or the statutes expenses incurred in
		onship to anyone holding appointive office currently or in daughter.	the previous 2 years; spo YesN	
(g)	Emplo	syment, currently or in the previous 3 years, as or by any	registered lobbyist of the YesN	_

(h) Relationship to anyone who is or was a registered lobbyist son, or daughter.	in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous 3 y committee registered with the Secretary of State or any contact action committee registered with either the Secretary of States	ounty clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or data last 2 years by any registered election or re-election common county clerk of the State of Illinois, or any political action of State or the Federal Board of Elections.	ttee registered with the Secretary of State or any ommittee registered with either the Secretary of
	YesNo
Communication Disclosure.	
Disclose the name and address of each lobbyist and other a Section 2 of this form, who is has communicated, is communic employee concerning the bid or offer. This disclosure i supplemented for accuracy throughout the process and throidentified, enter "None" on the line below:	eating, or may communicate with any State officer or s a continuing obligation and must be promptly
Name and address of person(s):	

3

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

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 information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form	B must be completed for subcontracts with		
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMATION		
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe sNo	r ongoing procurement relationship with		
	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 FOLLO	WING STATEMENT MUST BE CH	ECKED		
П				
	Signature of Authorized Officer	Date		
	OWNERSHIP CERTIFICATION			
Please certify that the following statement is of ownership	s true if the individuals for all submit	ted Form A disclosures do not total 100%		
Any remaining ownership interest is parent entity's distributive income o		han \$106,447.20 of the bidding entity's or interest.		
□ Ves □ No □ N/A (Form	A disclosura(s) established 100% of	wnershin)		

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.mNovember 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. 64564
WINNEBAGO County
Section (76,77)R
Project ACNHPP-0505(028)
Route FAP 505
District 2 Construction Funds

Widening and resurfacing of IL 75 from Rock River bridge to Illinois Route 2 in Rockton, IL and reconstruction from the Rock River to Green Street.

- 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

INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

Adopted April 1, 2016

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

No ERRATA this year.

SUPPLEMENTAL SPECIFICATIONS

Std. Spec. Sec. Page No.

No Supplemental Specifications this year.

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted April 1, 2016", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of FAP Route 505 (IL 75), Project ACNHPP-0505(028), Section (76,77)R, Winnebago County, Contract No. 64564, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located along FAP Route 505 (IL 75) from the Rock River to IL Route 2 in the Village of Rockton, Winnebago County.

The net length of the project measures approximately 7,183 feet (1.360 miles) along the centerline of FAP Route 505 (IL 75).

DESCRIPTION OF PROJECT

The proposed work includes complete reconstruction of IL 75 from the Rock River Bridge to approximately 350' west of the IC&E Railroad crossing and widening and resurfacing for the remainder of the project limits to IL Route 2. The proposed work will provide left turn lanes, bidirectional lanes, intersection angle improvements, an enclosed drainage system, combination concrete curb and gutter, a full-depth concrete pavement structure in the reconstructed portion of the project, concrete sidewalk, a multi-use path, side road improvements to at least the ends of the radius returns, private and commercial entrance improvements, and traffic signal improvements. The enclosed drainage system will include new inlet and manhole structures that will convey storm flow through a new storm sewer system that will replace the old system where it existed. New traffic signal installations will be placed at Main Street and Rockton Road / Union Street. All disturbed areas will be seeded or sodded. Striping, signing, and miscellaneous other items will complete the overall proposed improvements.

INTERIM COMPLETION DATE/WINTER SHUTDOWN

Construction will be required to shutdown due to inclement weather over the winter months. All work depicted in the plans and specifications for Stage 1 and Stage 2 shall be completed on or prior to November 17, 2017. The Contractor shall have traffic control on IL 75 switched back to its original patterns with complete access to all adjacent properties on or prior to November 17, 2017, before the winter shutdown. No work on the project shall be allowed from November 17, 2017 to March 26, 2018. Stage 3 shall be completed following the winter shutdown, but shall not begin until on or after March 26, 2018.

Should the contractor fail to complete the Stage 1 and Stage 2 work before the interim completion date stipulated, the Contractor shall be liable for liquidated damages, based on the original contract date, in accordance with Article 108.09 of the Standard Specifications. The Department will deduct these liquidated damages from monies due or to become due to the Contractor from the Department.

TRAFFIC CONTROL PLAN

Effective: January 14, 1999 Revised: July 20, 2016

Traffic Control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control.

Standards:

701001	701006	701011	701301	701311	701316
701326	701501	701502	701606	701701	701801
701901	BI R 18				

Details:

The following District 2 Standard Drawings apply to traffic control: 34.1, 35.1, 38.1, 40.1, and 89.2.

Plans:

Please see the following plans sheets for all references to the staging, detour, and stage details:

IL 75 Staging Plans
IL 75 Staging Typicals
Local Route Detour
Staging Details
Staging Construction Notes
Stage 1 & 2 IL 75 Alternate Route
IL 75 Detour Plans

General:

Where construction activities involve sidewalks on both sides of the street, the work shall be staged so that both sidewalks are not out of service at the same time.

Furnishing and placing all short-term, temporary, and permanent pavement markings, as well as necessary removal of short-term, temporary, and permanent markings, will be paid for separately.

Signs:

No bracing shall be allowed on post-mounted signs.

Post-mounted signs shall be installed using standard 720011, 728001, and 729001, on 4"x4" wood posts, or on any other "break away" connection if accepted by the FHWA and corresponding letter is provided to the resident.

The "WORKERS" (W21-1a(O)-48) signs shall be replaced with symbol "Right or Left Lane Closed Ahead" (W4-2R or L(O)-48) signs on multilane roadways.

"BUMP" (W8-1(O)48) signs shall be installed as directed by the Engineer.

"UNEVEN LANES" W8-11(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

"LOW SHOULDER" W8-9(O)48 signs shall be installed at 1 mile intervals or as directed by the Engineer.

When covering existing Department signs, no tape shall be used on the reflective portion of the sign. Contact the District sign shop for covering techniques.

Install a "TO ACTIVATE SIGNAL" sign below the "STOP HERE ON RED" sign.

All regulatory signs shall be maintained at a 5 foot minimum bottom (rural), 7 foot minimum (urban).

Any plates or direct applied sheeting used to alter signs shall have the same sheeting as the base sign.

No more than one kind of alteration shall be used to alter a sign.

Any post stubs without a sign in place and visible shall have a reflector placed on each post.

Devices:

Cones or reflectorized cones shall not be used during hours of darkness.

A minimum of 3 drums spaced at 4 feet shall be placed at each return when the sideroad is open.

On all standards, and the devices listed in Section 701 of the Standard Specifications, the device spacing shall be revised to the following dimensions:

Where the spacing shown on the standard is 25 feet, the devices shall be placed at 20 feet.

Where the spacing shown on the standard is 50 feet, the devices shall be placed at 40 feet.

Where the spacing shown on the standard is 100 feet, the devices shall be placed at 80 feet.

Direction Indicator Barricades shall exclusively be used in lane closure tapers. The backside of the direction indicator barricades shall be striped like a type II barricade when opposing traffic is within 12 feet of the device. The taper shall be continuous. It shall not be broken for access to turn lanes, side roads, ramps, or large commercial driveways. The taper shall be moved further away and shall be completed prior to the access point.

Lights:

Steady burn mono-directional lights are required on devices delineating a widening trench.

Flaggers:

Flagger at Sideroads and Commercial Entrances:

Effective: August 1, 2011 Revised: December 29, 2015

Flaggers shall comply with all requirements and signaling methods contained in the Department's "Traffic Control Field Manual" current at the time of letting. The flagger equipment listed for flaggers employed by the Illinois Department of Transportation shall apply to all flaggers

All workers and flaggers shall wear ANSI Class E pants and an ANSI Class 2 vest that in combination meet the requirements of ANSI/ISEA 107-2004 for Conspicuity Class 3 garments during hours of darkness.

In addition to the flaggers shown on applicable standards, on major sideroads, flaggers shall be required on all legs of the intersection. Major side roads for this project shall be Main Street and Rockton/Union Street.

When the mainline flagger is within 200 feet of an intersection, the sideroad flagger shall be required.

When the road is closed to through traffic and it is necessary to provide access for local traffic, all flaggers as shown on the applicable standards will be required. No reduction in the number of flaggers shall be allowed.

Revise Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, other traffic control devices, or flaggers required by the Engineer, over and above those shown in the contract documents will be paid for according to Article 109.04.

Pavement Marking:

All temporary pavement markings that will be operational during the winter shutdown (November 17, 2017 through March 26, 2018) shall be paint.

Short term pavement markings on a milled surface shall be paint.

Temporary pavement markings shall not be included in the cost of the standard rather it shall be paid for separately at the contract unit prices of specified temporary pavement marking items.

Highway Standards Application:

<u>Treatment of Intersection Near Standard 701316 or 701321</u>: The signal indications and detection of the intersecting street or driveway near the standard 701316 or 701321 traffic control installation shall be as follows:

Two signal heads shall be provided for each mainline approach and for each sideroad within the designated work area. Each signal shall consist of one red section, one yellow section, one green left arrow section, and one green right arrow section with back plates.

Detection for sideroads shall consist of one microwave detector or 5 foot x 5 foot loop detector. The microwave detector shall be mounted 14 feet to 18 feet high on the near right post for the side road. The detector loop shall be installed at the stop bar. The side road shall be a phase separate from the cross traffic.

All signing and pavement marking on the side road shall be as shown on standard 701316 or 701321.

"NO TURN ON RED" (R10-11B24) signs shall be installed on sideroads in which a right turn would turn traffic into the one lane section.

All cost involved in conforming with this provision shall be considered a part of TRAFFIC CONTROL AND PROTECTION, STANDARD 701316, except the traffic signals will be paid for as one Each for TEMPORARY BRIDGE TRAFFIC SIGNALS, which shall include all signals within the designated work area. The cost of relocating the temporary bridge traffic signals shall be included in the cost of the original placement of the temporary signals and no additional compensation will be allowed.

<u>Traffic Control and Protection Standard 701701</u>: This work shall be done according to Section 701 of the Standard Specifications and the Typical Application of Traffic Control Devices for Highway Construction, Standard 701701, and as specified herein.

The "left" leg of the intersection shown on this standard also applies when the right turn lane is closed. When the right turn lane is closed, "RIGHT TURN LANE CLOSED AHEAD" shall be substituted for the LEFT TURN LANE CLOSED AHEAD" and the set up would be a mirror image to what is shown.

This work shall be included in the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, STANDARD 701701.

<u>Traffic Control and Protection, Standard 701326</u>: This work shall be done according to Section 701 of the Standard Specifications and the Typical Applications of Traffic Control Devices for Highway Construction, Standard 701326, and as specified herein.

Additional barricades, flagger signs, Yield or Stop signs and flaggers shall be required at the intersections. Barricade spacing shall be at 15 foot centers within these intersections and Yield or Stop signs shall be used to control traffic.

When work is within 200 feet of an intersection, flagger signs and flaggers shall be required on the sideroad at the discretion of the Engineer.

These additional devices shall be paid for as part of Traffic Control and Protection 701326 and not as an addition to the contract.

District Standards Application:

<u>Traffic Control for Road Closure</u>: This work shall be done according to the Road Closure Standard, Local Route Detour, IL 75 Detour, IL 75 Alternate Route plans, and Section 701 of the Standard Specifications.

"ROAD CLOSED AHEAD" (W20-3(O)-48) with flasher and the appropriate arrow plate (W1-6(O)-36x18 or W1-7(O)-36x18) shall be required on all side roads within the limits of the mainline "ROAD CLOSED AHEAD" signs.

Main Street and Rockton/Union Street shall be considered Condition I Major side road closures for signing as shown on the District Standard Traffic Control for Road Closure Detail.

The Contractor shall provide information warning signs for oversize/overweight loads regarding the road closure. These signs shall be 4' X 8' as shown on the sign design and shall read "NO OVERSIZE – OVERWEIGHT LOADS XX MILES AHEAD" and the distance from the cross roads as noted. The Contractor shall erect these signs near the intersection of IL 75 and US 20 (31 MILES AHEAD) and IL 75 and IL 70 (14 MILES AHEAD).

The Contractor shall notify the Department via email at DOT.D2.TrafficNotice@illinois.gov. This request shall be submitted a minimum of three weeks (21 days) and no earlier than four weeks (28 days) prior to the anticipated closure date to allow the State adequate time to set the detour route.

Signing and devices required to implement the Stage 1 and 2 Alternate Route, shown in the contract plans, to encourage truck and non-local traffic around the project site shall be the responsibility of the Contractor. The day the alternate route signing begins, the alternate route will be in effect at 2:00 p.m., or when the Contractor has notified the Resident Engineer or personnel on the project. The alternate route shall not be erected on Friday, Saturday or Sunday. The alternate route shall not be in effect until the alternate route signing is completely installed, verified and ready to accept traffic.

Signing and devices required to close the road, according to the Traffic Control for Road Closure detail and contained herein, shall be the responsibility of the Contractor. Detour signing required to detour traffic as shown in the contract plans during Stage 3 shall be the responsibility of the Contractor. The Stage 3 Local Route Detour shall be the responsibility of the Contractor. The day the detour route signing begins, the detour route will be in effect at 2:00 p.m., or when the Traffic Operations Section has notified the Resident Engineer or personnel on the project. No detour route shall be erected on Friday, Saturday or Sunday. The road shall <u>not</u> be closed until the detour signing is completely installed, verified, and ready to accept traffic.

The "ROAD CLOSED" sign on the Type III barricades shall be unobstructed and visible to traffic at all times. No equipment, debris, or other materials shall be stored within 20 feet of the first set of Type III barricades, unless approved by the Engineer.

The Contractor shall not drive around the outside of the Type III barricades, but shall relocate the barricades temporarily for access. When it is necessary for the barricades to be moved for access, the Contractor shall move the devices into the left lane and/or left shoulder area behind barricades that are to remain in place. At no time shall the barricades be turned parallel to traffic flow for access purposes.

If a path becomes evident around the outside of the barricades, the Contractor shall be required to place additional Type III barricades to prevent driving around the existing barricades. Additional barricades shall be included in the cost of applicable Traffic Control Standards. Any damage caused by vehicles driving around the outside of barricades shall be repaired by the Contractor to the satisfaction of the Engineer at no additional expense to the Department.

This work shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL) for the required traffic control as described above, if not already covered under other Traffic Control and Protection items or other separate items of payment.

Other Devices:

Temporary Signals: The Contractor will be required to have someone available at all times to receive phone calls during non-work hours and who is able to reach the job site within one hour of being called. This person will be able to repair the temporary signals or will be able to have flaggers on site within another hour to flag traffic until the signals are again in operation. Failure to have a person on site within an hour after the initial call out will result in the Contractor being charged liquidated damages by the Department of One Thousand Dollars (\$1,000). Failure to have traffic restored either with repaired signals or with flaggers within two hours after the initial call out will result in the Contractor being charged liquidated damages by the Department of One Thousand Dollars (\$1,000) per hour until traffic is restored. The Contractor may use a traffic control subcontractor for the first call, however this does not relieve the prime Contractor from having a person on call.

<u>Traffic Signal Work</u>: No traffic signal work shall begin until all of the traffic signal hardware is on the job site.

<u>Maintenance of Traffic:</u> The Contractor shall be required to notify the Village of Rockton, the Winnebago County Highway Department, the corresponding Township Commissioner, emergency response agencies (i.e.: fire, ambulance, police), school bus companies and the Department of Transportation (Bureau of Project Implementation) regarding any changes in traffic control.

The Contractor shall be required to notify the Village of Rockton, the Winnebago County Highway Department and/or corresponding Township Commissioner for any side road closure or opening.

The Contractor shall submit a maintenance of local traffic plan to the Engineer at the preconstruction meeting telling how local access will be maintained at each access location. It will show which locations will be completely closed, which locations will be constructed utilizing Traffic Control Standards 701316, 701326, 701501, 701502, 701801 and/or barricades, and the Stage 3 Local Route Detour. This traffic plan will need to be approved by the Engineer before the roadway is closed to traffic.

The Contractor shall be responsible for providing a weekly article and map to the news media (Rockton Herald) describing work being performed and stages closed to traffic.

Pre-Stage 1 Detour/Alternative Route Patching and Resurfacing, Temporary Sidewalk and Temporary Sidewalk Ramp Construction:

The pavement patch removal and replacement on the Alternate/Detour Route shall be completed using Traffic Control and Protection Standard 701501.

The resurfacing of the Alternate/Detour Route, as shown in the contract plans, shall be completed prior to the start of any Stage 1 construction activities and shall utilize Traffic Control and Protection Standard 701501.

Construction of the Temporary Sidewalk and Temporary Sidewalk Ramps, including Detectable Warnings (Special) shall be completed utilizing Traffic Control and Protection Standards 701301 and 701801. The temporary sidewalk and temporary sidewalk ramps shall be completed prior to the setup of any Stage 1 traffic control on IL 75.

Stage 1 Reconstruction – South Section (North of Rock River Bridge to North of Main Street): Reconstruction of the south section of IL 75, as shown in the Stage 1 plans, shall be completed using Traffic Control and Protection Standard 701316. Sidewalk closures during Stage 1 shall be completed using Traffic Control and Protection Standard 701801.

Stage 2 Patching – North Section (Station 970+00 to IL 2):

Patch layout for this section of IL 75 will be completed using Traffic Control and Protection Standard 701301 and pavement patch removal and replacement for this section shall be completed using Traffic Control and Protection Standards 701501 and 701502.

Stage 2 Widening and Resurfacing – North Section (Station 970+00 to IL 2):

Temporary pavement construction and roadway widening for the north section of IL 75 as shown in the Stage 2 plans, shall be completed using Traffic Control and Protection Standards 701326 and 701701 for IL 2 lane closures.

Stage 3 Reconstruction – Middle Section (North of Main to Station 970+00):

Reconstruction of the middle section of IL 75, as shown in the Stage 3 plans, shall be completed using Traffic Control and Protection Standard 701316 and D2 STD. 40.1. Sidewalk closures during Stage 3 shall be completed using Traffic Control and Protection Standard 701801.

Stage 3 Local Route Detour – Bridge Street and Main Street:

The resurfacing and placement of shoulder aggregate for the Local Route Detour shall be completed using Traffic Control and Protection Standard 701501.

Pavement Marking:

Placing and removing pavement marking shall be completed using Traffic Control and Protection Standard 701311 or 701701.

Milled pavement during any construction stage shall be resurfaced before opening the road to traffic.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

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 and commercial entrances 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.

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 or commercial entrance or road constructed for the purpose of temporary access. If a residential drive or commercial entrance 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) or TEMPORARY ACCESS (COMMERCIAL ENTRANCE).

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."

BIKE PATH REMOVAL

This work shall be done according to Section 440 of the Standard Specifications.

This work will be paid for at the contract unit price per SQUARE YARD for BIKE PATH REMOVAL, which price shall be payment in full for all labor, materials, transportation, handling and incidentals necessary to satisfactorily complete the work.

BUILDING REMOVAL NO. 1

This work shall be done according to the BDE Special Provision and as specified herein. The abandoned signpost located near the northeast corner of the building shall be removed and included in this work.

3 inch incidental HMA surfacing with 12 inches Aggregate Base Course, Type B shall be paid for separately.

This work will be paid for at the contract unit price per LUMP SUM for BUILDING REMOVAL NO. 1 and shall include all labor, material and equipment necessary.

BUILDING REMOVAL NO. 2

This work shall be done according to the BDE Special Provision and as specified herein. Any and all above ground appurtenances on the property including fences, abandoned sign posts, trees, shrubs and vegetation shall be removed and included in this work.

3 inch incidental HMA surfacing with 12 inches Aggregate Base Course, Type B shall be paid for separately.

This work will be paid for at the contract unit price per LUMP SUM for BUILDING REMOVAL NO. 2 and shall include all labor, material and equipment necessary.

COMPLETION DATE PLUS WORKING DAYS

Effective: December 29, 2006 Revised: April 10, 2014

Revised Article 108.05(b) of the Standard Specifications to read:

"(b) Completion Date Plus Working Days. When a completion date plus working days is specified, the Contractor shall complete the project by 11:59 p.m. on or prior to <u>September 28, 2018</u>. The PROJECT shall have all work completed, except the landscape items and punch list items for the PROJECT to be considered complete.

The Contractor will be allowed $\underline{10}$ working days after the completion date to complete landscaping items and punch list items.

CONCRETE COLLAR

This work shall consist of placing a concrete collar, including all necessary reinforcement bars as shown in the plans, around the connection between the existing pipe culvert and new pipe culvert. This work shall meet all applicable articles of Sections 508 and 542 of the Standard Specifications at the location shown on the plans or as directed by the Engineer.

This work shall be paid for at the contract unit price per CUBIC YARD for CONCRETE COLLAR.

DETECTABLE WARNINGS (SPECIAL)

This item shall consist of furnishing, installing, placing, removing, and properly disposing, per Article 202.03 of temporary detectable warnings used during phased construction on temporary sidewalk ramps.

This work will be paid for at the contract unit price per SQUARE FOOT for DETECTABLE WARNINGS (SPECIAL).

ENGINEER'S FIELD OFFICE TYPE A

Effective: January 1, 2012

Engineer's Field Office Type A shall be in accordance with Article 670.02 of the Standard Specifications:

Add (s) to the end of 670.02

(s) Cellular phone with a minimum of 500 anytime minutes per month for use by the site resident engineer/technician.

FIRE HYDRANTS TO BE ADJUSTED

This item consists of vertically adjusting fire hydrants to meet the proposed final grade as shown on the plans or as directed by the Engineer.

Any fire hydrant damaged by the Contractor shall be repaired at their own expense.

This work shall be performed according to Section 564 of the Standard Specifications and in a manner approved, written or orally, by the Engineer of the municipality or water district having jurisdiction over the fire hydrant.

This work shall be measured and paid for at the contract unit price per EACH for FIRE HYDRANTS TO BE ADJUSTED, which price shall include all labor, materials, and equipment to complete the work in accordance with the plans and Special Provisions.

FOLD DOWN BOLLARDS

<u>Description</u>. This work shall consist of installing folding bollards with base plates and a concrete pier anchor systems as shown on the plans. The bollards shall conform to the plan details and be installed based on the manufacturers recommendations. Bollards shall collapse down to a height of four inches.

Method of Measurement. Fold Down Bollards shall be measured per EACH.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per EACH for FOLD DOWN BOLLARDS, which price shall include all material, labor and equipment to furnish and install the bollards, base plates, and concrete anchor system as specified herein and shown on the plan details.

FOUNDATION REMOVAL

<u>Description</u>. This work shall be done according to Sections 737 and 842 of the Standard Specifications for Road and Bridge Construction and as specified herein. This work shall include removing and disposing of either concrete sign foundations, metal/wooden post foundations, or others as described below. The following are the locations of the foundations to be removed.

- STA 974+21 LT
- STA 977+35 RT
- STA 996+52 RT

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per EACH for FOUNDATION REMOVAL, which price shall include all material, labor and equipment required to remove the foundation and backfill the hole with material as approved by the Engineer.

FULL ACTUATED CONTROLLER AND TYPE IV CABINET

This item shall consist of furnishing, installing and placing into operation a multi-phase microprocessor based controller at the location indicated on the plans, or as directed by the Engineer. The controller shall comply with the requirements of Section 857, 1073.01 and 1074.03 of the current "Standard Specifications for Road and Bridge Construction" and the following additions and exceptions.

The controller shall meet the requirements of the NEMA TS2 standards for a Type 2 controller. Data entry shall be by keyboard or personal computer.

The cabinet shall have an aluminum finish. If rivets are exposed on the outside of the cabinet, they shall be either stainless steel or aluminum to prevent oxidation.

The police door compartment shall contain a manual control cord which the signals may be operated manually. The inside door toggle switch shall be protected from accidental contact by vertical metal slats. The slats shall extend beyond the switches, in a manner similar to the terminals on the back panel. A plastic plans holder shall be installed on the cabinet door. The holder shall be at least 11 inches high by 17 inches wide, shall open from the side and shall not interfere with the filter. The holder shall have a means of closing the side opening to prevent water from entering.

A Plexiglas cover, or other high strength nonconductive cover, shall be installed over, and completely cover, the power panel. The cover shall completely shield the service wires, and circuit breaker wires from accidental contact.

A Plexiglas cover, or other high strength nonconductive cover, shall be installed over and completely cover, the power terminals for the thermostatically controlled exhaust fan. The thermostat shall be of the knob type capable of adjustment by hand and without tools. The thermostat and terminals shall be mounted on the left or right side of the controller cabinet.

The traffic signal cabinet shall be equipped with a cabinet-door-switchable LED service light fixture.

A separate 20-amp breaker shall be provided for a street light circuit.

The contractor shall have a factory-trained technician from the manufacturer and/or supplier, with expertise in the controllers being installed, present during the controller installation. He will be expected to be able to program the controller timer, trouble-shoot and correct any problems with the equipment that arises and verify that the equipment is functioning according to the plans and specifications.

All main panel wiring shall conform to the following wire size and color:

Green load switch output brown wire, 14 gauge
Yellow load switch output yellow wire, 14 gauge
Red load switch output red wire, 14 gauge
MMU (other than AC Power) violet wire, 22 gauge

Controller I/O blue wire, 22 gauge AC Line – power panel to main panel (1 for each 4 LS)

Black wire, 10 gauge

AC Line – main panel black wire, 14 gauge

AC Neutral – power panel to main panel

White wire, 10 gauge

Earth ground – power panel green wire, 8 gauge

Flashing programming

Flashing terminal orange wire, 14 gauge Red or yellow field terminal black wire, 14 gauge

The traffic signal controller and cabinet assembly shall be fully tested by the equipment supplier. The supplier of the controller assembly shall provide a Certificate of Acceptance verifying that the conflict monitor has been tested, under load, for all possible combinations and functions properly.

<u>Basis of Payment</u>: This item shall be paid for at the contract unit price EACH for FULL ACTUATED CONTROLLER AND TYPE IV CABINET, which price shall be payment in full for furnishing the equipment described above and installing it in satisfactory operating condition.

GAS VALVES TO BE ADJUSTED

This work includes all labor, equipment, and materials required to adjust any gas valves to the proposed finished grade at locations shown in the plans.

This work shall be in accordance with the applicable sections of the Standard Specifications and the Standard Specification for Water and Sewer Main Construction in Illinois, Fifth Edition and shall include any necessary excavating and backfilling to adjust the gas valve to proper grade.

This work shall be measured and paid for at the contract unit price per EACH for GAS VALVES TO BE ADJUSTED.

GEOTECHNICAL REINFORCEMENT

Effective: November 30, 2010 Revised: April 10, 2014

This work consists of furnishing and installing an integrally-formed polypropylene geotechnical grid reinforcement material. The geogrid shall have an aperture, rib and junction cross section sufficient to permit significant mechanical interlock with the material being reinforced. There shall be a high continuity of tensile strength through all ribs and junctions of the grid material to reinforce the subbase or subgrade as shown on the plans and specifications.

MATERIAL CHARACTERISTICS	TEST METHOD	DATA
polymer type		polypropylene
carbon black content	ASTM D 4218	0.50% (min.)

DIMENSIONAL CHARACTERISTICS	TEST METHOD	UNIT	DATA
open area	CW 02215	%	75 (max.)
unit weight	ASTM D 5261	oz/yd2	5.0 (min.)

TECHNICAL	TEST METHOD	UNIT	DATA
CHARACTERISTICS			
junction efficiency	GRI-GG2	%	90 (min.)

The supplier should provide a certification that their product meets the above requirements.

The geotechnical reinforcement shall be placed as described herein or as shown on the cross sections.

Geogrid shall be delivered to the jobsite in such a manner as to facilitate handling and incorporation into the work without damage. Material shall be stored in such a manner as to prevent exposure to direct sunlight and damage by other construction activities.

Prior to the installation of the geogrid, the application surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be cut to the level of the ground surface. If the stumps cannot be cut to the ground level, they shall be completely removed. In the case of subgrades, all wheel tracks or ruts in excess of 3 inches in depth shall be graded smooth or otherwise filled with soil to provide a reasonably smooth surface.

The geotechnical reinforcement shall be placed with the "roll length" parallel to the pavement. Fabric of insufficient width or length to fully cover the specified area shall be lapped a minimum of 24 inches. The geogrid should be secured in place.

Installation:

The granular blanket shall be constructed to the width and depth required on the plans. Unless otherwise specified, the material shall be back-dumped on the Geogrid in a sequence of operations beginning at the outer edges of the treatment area with subsequent placement towards the middle.

Placement of material on the Geogrid shall be accomplished by spreading dumped material off of previously placed material with a bulldozer blade or endloader, in such a manner as to prevent tearing or shoving of the Geogrid. Dumping of material directly on the Geogrid will only be permitted to establish an initial working platform. No construction equipment shall be allowed on the Geogrid prior to placement of the granular blanket. If the geogrid develops wrinkles or moves significantly, an alternative method of securing it shall be used.

Unless otherwise specified in the plans or Special Provisions, the granular material, shall be placed to the full required thickness and compacted to the satisfaction of the Engineer.

Geogrid which is damaged during installation or subsequent placement of granular material, due to failure of the Contractor to comply with these provisions, shall be repaired or replaced at his expense, including costs of removal and replacement of the granular material.

Torn Geogrid may be patched in-place by cutting and placing a piece of the same Geogrid over the tear. The dimensions of the patch shall be at least 2 feet larger than the largest dimension of the tear and it shall be weighted or otherwise secured to prevent the granular material from causing lap separation.

<u>Method of Measurement</u>: Geotechnical Reinforcement will be measured in square yards for the surface area placed. The excavation, replacement and compaction of the granular layer shall be paid for separately.

<u>Basis of Payment</u>: This work will be measured in place and the area computed in square yards. The work will be paid for at the contract unit price per SQUARE YARD for GEOTECHNICAL REINFORCEMENT.

GUARDRAIL REMOVAL

Effective: August 20, 1990 Revised: April 10, 2014

This work shall be done according to Section 632 of the Standard Specifications except that all removed guardrail will become the property of the Contractor.

This work will be paid for at the contract unit price per FOOT for GUARDRAIL REMOVAL, measured from center-to-center of end posts.

HOT-MIX ASPHALT BASE COURSE, (VARIABLE DEPTH)

This work shall be done in accordance with Section 355 of the Standard Specifications except that the basis of payment shall be revised to read: "This work will be paid for at the contract unit price per TON for HOT-MIX ASPHALT BASE COURSE, (VARIABLE DEPTH)

HOT-MIX ASPHALT MIXTURE IL-9.5FG (BMPR)

Effective: July 1, 2005 Revised: December 28, 2010

<u>Description</u>. This work shall consist of constructing fine graded hot-mix asphalt (HMA) surface course-or leveling binder with an IL-9.5FG mixture. Work shall be according to Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

Materials. 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, or FA 21. For mixture IL-9.5FG, the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof."

Mixture Design. Add the following to the table in Article 1030.04(a)(1):

"High ESAL, MIXTURE COMPOSITION (% PASSING) 1/			
Sieve	IL-9.5F0	3	
Size	min	max	
1 1/2 in (37.5 mm)			
1 in. (25 mm)			
3/4 in. (19 mm)			
1/2 in. (12.5 mm)		100	
3/8 in. (9.5 mm)	90	100	
#4 (4.75 mm)	60 ^{4/}	75 ^{4/}	
#8 (2.36 mm)	45 ^{4/}	60 ^{4/}	
#16 (1.18 mm)	25	40	
#30 (600 μm)	15	30	
#50 (300 μm)	8	15	
#100 (150 μm)	6	10	
#200 (75 μm)	4	6.5	
Ratio Dust/Asphalt Binder		1.0	

4/ When used as level binder placed less than 1 in. (25 mm) thick, the min and max percent passing shall each be increased 5%.

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

"VOLUMETRIC REQUIREMENTS High ESAL					
Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA),		
N _{design}	IL-25.0	IL-19.0	IL-12.5	IL-9.5	%
50					65 - 78
70	12.0	13.0	14.0	15 ^{1/}	
90	12.0	13.0	14.0	15	65 - 75 ^{2/}
105					

- 1/ The VMA for IL-9.5FG shall be a minimum of 15.0 percent.
- 2/ The VFA range for IL-9.5FG shall be 65 78 percent."

Quality Control/Quality Assurance (QC/QA). Revise the second table in Article 1030.05(d)(4) to read:

DENSITY CONTROL LIMITS				
Mixture Composition		Parameter	Individual Test ^{3/}	
	Lifts < 1.25 in. (32 mm)	N _{design} 50 - 105	91.0 – 97.0% ^{2/}	
IL-9.5FG	Lifts ≥ 1.25 in. (32 mm)	N _{design} 50 - 105	93.0 – 97.0%	
IL-9.5, IL-12.5		N _{design} ≥ 90	92.0 – 96.0 %	
IL-9.5, IL-9.5L, IL-12.5		N _{design} < 90	92.5 – 97.4 %	
IL-19.0, IL-25.0		N _{design} ≥ 90	93.0 – 96.0 %	
IL-19.0, IL-19.0L, IL-25.0		N _{design} < 90	93.0 – 97.4 %	
All Other		N _{design} = 30	93.0 ^{1/} - 97.4 %	

- 1/ 92.0 % when placed as first lift on an unimproved subgrade.
- 2/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
- 3/ Bulk Specific Gravity and Density that are determined using coated samples must be in accordance with ASTM 1188-96.

CONSTRUCTION REQUIREMENTS

<u>Leveling Binder</u>. Revise the 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-9.5, IL-9.5 FG, or IL-9.5L
> 1 1/4 to 2 (32 to 50)	IL-9.5, IL-9.5FG, IL-9.5L, or IL-12.5

The density requirements of Article 1030.05(d)(4) shall apply for leveling binder, machine method, when the nominal, compacted thickness is: 3/4 in. (19 mm) or greater for IL-9.5FG mixtures, 1 1/4 in. (32 mm) or greater for IL-9.5 and IL-9.5L mixtures, and 1 1/2 in. (38 mm) or greater for IL-12.5 mixtures."

Compaction. Revise Table 1 in Article 406.07(a) of the Standard Specifications to read:

"TABLE 1 - MINIMUM ROLLER REQUIREMENTS FOR HMA				
	Breakdown Roller (one of the following)	Intermediate Roller	Final Roller (one or more of the following)	Density Requirement
Level Binder: (When the density requirements of Article 406.05(c) do not apply.)	P 3/		VS, P 3/, TB, TF, 3W	To the satisfaction of the Engineer.
Level Binder: (When placed at ≤ 1 ¼ (32 mm) and density requirements apply.)	TB, 3W	P 3/	VS, TB, TF	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
Binder and Surface 1/ (When the density requirements of Article 406.05(c) apply.)	VD, P 3/, TB, 3W	P 3/	VS, TB, TF	As specified in Articles: 1030.05(d)(3), (d)(4), and (d)(7).
Bridge Decks 2/	ТВ		TF	As specified in Articles: 582.05 and 582.06.

- 1/ If the average delivery at the job site is 85 ton/hr (75 metric ton/hr) or less, any roller combination may be used provided it includes a steel wheeled roller and the required density and smoothness is obtained.
- 2/ One TB may be used for both breakdown and final rolling on bridge decks 300 ft (90 m) or less in length, except when the air temperature is less than 60 °F (15 °C).
- 3/ A vibratory roller (VD) may be used in lieu of the pneumatic-tired roller on mixtures containing polymer modified asphalt binder.

<u>Basis of Payment</u>. Add the following two paragraphs after the third paragraph of Article 406.14 of the Standard Specifications:

"Mixture IL-9.5FG will be paid for at the contract unit price per TON (METRIC TON) for LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified.

Mixture IL-9.5FG in which polymer modified asphalt binders are required will be paid for at the contract unit price per TON (METRIC TON) for POLYMERIZED LEVELING BINDER (HAND METHOD), IL-9.5FG, of the Ndesign specified; POLYMERIZED LEVELING BINDER (MACHINE METHOD), IL-9.5FG, of the Ndesign specified; or POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, IL-9.5FG, of the Ndesign specified."

HOT-MIX ASPHALT SURFACE COURSE, LEVEL BINDER, AND BINDER

Effective: June 15, 2010 Revised: June 23, 2014

The maximum allowed average bulk specific gravity for the approved mix design (Gmb) will be:

2.460 for Mixture C

2.470 for Mixture D

2.610 for Mixture E

2.710 for Mixture F

The maximum allowed average bulk specific gravity for the approved mix design (Gmb) for all other uses will be 2.470.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work shall consist of the removal and satisfactory disposal of hot-mix asphalt surface. The depth of removal shall vary as shown on the plans. All work shall be done in accordance with Section 440 of the Standard Specifications and as directed by the Engineer.

Hot-mix asphalt surface removal, variable depth will be measured for payment in place and the area computed in square yards.

Locations of variable depth removal are:

Temporary Profile Tapers:

Sta. 943+31 to Sta. 944+08 - Stage 1A-1

Sta. 948+41 to Sta. 949+41 - Stage 1B-2

Sta. 948+41 to Sta. 949+44 - Stage 1C-1

Side Road Transitions:

IL 75 at West Chapel Street – Stage 3A

IL 75 at West Union Street - Stage 3A

IL 75 at West Franklin Street - Stage 3A

IL 75 at Washington Street – Stage 3A

This work will be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH.

INLETS, SPECIAL

This work shall consist of constructing inlets in accordance with the applicable portions of Section 602 of the Standard Specifications, District 2 Standard Drawings, and as specified herein.

The following District 2 Standard Drawings for the specified type of "Inlet Special" shall be used to construct the inlets: 10.2, 79.4, 79.4a, 79.4b, 79.4c, 79.4d, 79.4e, 79.4f, 79.4g, and 79.4h. This work shall be completed to the satisfaction of the Engineer.

This work will be paid for at the contract unit price EACH for INLETS, SPECIAL; INLETS, SPECIAL, NO. 3; INLETS, SPECIAL, NO. 4; INLETS, SPECIAL, NO. 5; INLETS, SPECIAL, NO. 6; INLETS, SPECIAL, NO. 7; or INLETS, SPECIAL, NO. 8.

ISLAND REMOVAL

Effective: October 10, 2006

This work shall consist of the removal and disposal of the islands as shown on the plans. This work shall be done in accordance with applicable portions of Section 440 of the Standard Specifications and shall include the removal of the concrete island surface, concrete curb & gutter, and excavation below the concrete to a depth of the bottom of the adjacent concrete pavement.

This work will be paid for at the contract unit price per SQUARE FOOT for ISLAND REMOVAL.

MAINTENANCE OF ROADWAYS

Effective: June 26, 2003

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 such as patching, intermittent resurfacing, and shoulder 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.

MOWING

Effective: April 12, 2016

This work consists of mowing all Seeding Class 1A and Class 2A at the completion of the project or before winter shut down. The vegetation must be at least 6" long before mowing. The vegetation shall be mowed to obtain a height of not more than 3 inches. All debris must be cleared from the right-of-way immediately after the mowing.

This work will be paid for at the contract unit price per ACRE for MOWING.

PAINT NEW COMBINATION MAST ARM AND POLE, UNDER 40 FOOT PAINT NEW COMBINATION MAST ARM AND POLE, 40 FOOT AND OVER

<u>Description:</u> This work shall include surface preparation, powder type painted finish application and packaging of new galvanized steel traffic signal mast arm poles and post assemblies. All work associated with applying the painted finish shall be performed at the manufacturing facility for the pole assembly or post or at a painting a facility approved by the Engineer. Traffic signal mast arm shrouds and post bases shall also be painted the same color as the pole assemblies and posts.

The color of any traffic signal posts, pushbuttons, hardware, polycarbonate vehicle and pedestrian heads, including exposed conduits for the bracket mounted signal heads shall match the black finish of the mast arm assemblies.

Materials

<u>Galvanizing:</u> All materials to be powder coated shall be galvanized in accordance with ASTM A 123. Only the dry-kettle (pre-fluxing) process shall be used. The material shall not be water or chromate quenched. Galvanized materials to be powder coated shall be air cooled only. An American Galvanizers Association trained Master Galvanizer shall be on the premises during the hot dipped galvanizing process.

<u>Powder:</u> Powder coating material shall be a thermosetting, durable TGIC polyester powder of a degassing grade. Such coating powder must be recommended by its manufacturer for use over hot dipped galvanizing. The coating powder's particle size distribution shall be recommended by its manufacturer to produce the best results for powder coating components under this specification.

Surface Preparation

The Zinc surface shall be prepared for powder coat application using a multistage system employing appropriate cleaners and imparting a phosphate conversion coat to provide an appropriate substrate for the powder coat material. During the cleaning process, water rinses shall be used as appropriate between stages of clean the items and prepares them for the subsequent stages. Water for the rinses, unless specified elsewhere shall be potable with a hardness not be more than 250 ppm as CaCO₃ and a combined chloride and sulfate level less than 100 ppm.

<u>Surface Defects:</u> All weld flux and other contaminates shall be mechanically removed. All drainage spikes, tears, high spots, protrusions or other surfaces defects shall be removed using hand or power tools in accordance with the manufacturer's specifications. Such operations shall not remove the galvanized coating below the thickness allowed by ASTM A 123. Thickness of the galvanizing shall be verified using a properly calibrated magnetic thickness gauge as per ASTM E 376. Any item falling below the required zinc thickness, before or after removal of any high spots, shall be repaired in accordance with Practice A780.

<u>Surface Cleaning:</u> The galvanized surface shall be clean and free of oils and grease before they are powder coated. These shall be removed by use of an aqueous alkaline solution and /or hand or power tool cleaning. Subsequent to alkaline/power cleaning, trace zinc oxide will be removed by mild acidic solution.

- An alkaline solution, pH in the range of 11 to 12 may be used to remove traces of oil, grease, or dirt. The alkaline solution shall not have a pH exceeding 13. After cleaning the piece shall be rinsed thoroughly in water under pressure.
- Hand or power tool cleaning may be used to clean light deposits of zinc reaction products such as wet storage stain, as specified to SSPC surface Preparation Specification 2 or 3 appropriate.
- An acidic solution with a pH of 3.5 to 4.5 shall be sprayed onto the item to remove residual zinc oxide.

<u>Surface Profiling:</u> The galvanized surface shall be profiled to promote proper powder coating adhesion. This shall be accomplished by applying a phosphate treatment to create a protective crystalline phosphate conversion coating on the zinc surface. The coating shall have a coating weight between 20 to 70 mb/ft2.

<u>Final Rinse:</u> To ensure the most optimum performance possible, a final rinse of de-mineralized water shall be applied as a final rinse prior to pre-baking. This stage will remove any un-reacted phosphate and other contaminants.

Powder Coat Application:

The finish color shall be one of the manufacturer's standard colors and shall be as selected by the local agency responsible for paint costs. The contractor shall confirm, in writing, the color selection with the local responsible agency and provide a copy of the approval to the Engineer and a copy of the approval shall be included in the material catalog submittal.

Pre-baking:

Following phosphating all items to be powder coated shall be place in an oven capable of maintaining a temperature of 500° Specimens shall be baked at a temperature of 25° above the normal cure temperature for the powder that will be employed. The specimens shall remain in the oven for a minimum of 20 minutes after having equalized to the temperature of the oven to remove any residual moisture from the preparation phase, and insure expulsion of any entrapped gases or moisture. Typically, specimens are pre-baked for one hour.

<u>Powder Coat Application:</u> Polyester powder shall be applied through electrostatic/tribomatic application guns. The powder shall be applied in multiple coats. The first coat shall have a thickness of 1.5 to 3 mils. Each intermediate coat shall be partially cured at a temperature of 350° F to insure adhesion. Subsequent coats shall be then applied in 1.5 to 3 mil increments to bring the specimen to its final (cured) thickness of not less than 5 mils.

<u>Cure:</u> The powder coating shall be cured by heating the coated specimens to a temperature and duration specified by the powder coat material manufacturer to insure sufficient curing of the powder coating material. The resulting coating shall be uniform in color and free of pinholes, blisters, and other surface defects. Correct cure shall be checked by a solvent rub.

Properties of Cure Coating:

Minimum film thickness	TGIC	5.0 MILS (120µM)
Direct impact	ASTM D 2794	160 in./lb (9.0m/kg)
Reverse impact	ASTM D 2794	160 in./lb (9.0m/kg)
Pencil hardness (scratch/gouge)	ASTM D 383	2H
Flexibility (Mandrel test)	ASTM D 522	1/8 in. (3m mm)
Minimum adhesion	ASTM D 3359	5A,%B (100% crosshatch)
Salt spray	ASTM B 117	+ 1000 hrs< 2mm

Repair of Powder Coated Material:

- Damage shall be defined as exposed galvanized coating.
- Damaged coatings less than ½ of 1% if the surface area shall be acceptable for repair.
 Damaged greater than that amount shall be recoated. Final finish shall be damage free FOB the plant
- Coating to be repaired shall be touched up as recommended by the galvanizer and the
 powder coating supplier. Touch up and/or field repair can be accomplished using either
 powder coating material or paint. Typically acrylic based paint as recommended by the
 powder coating material manufacturer, applied either by spray or brushed on liquid is used
 for touch up and repair of the powder coating.

Any damage to the finish after leaving the manufacturer's facility shall be repaired to the satisfaction of the Engineer using a method approvable by the Engineer and manufacturer. If while at the manufacturer's facility the finish is damaged, the finish shall be re-applied.

<u>Warranty:</u> The Contractor shall furnish in writing to the Engineer, the paint manufacturer's standard warranty and certification that the paint system has been properly applied.

<u>Packaging:</u> Prior to shipping, the poles and posts shall be wrapped in ultraviolet inhibiting plastic foam or rubberized foam.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per Each for PAINT NEW COMBINATION MAST ARM AND POLE, UNDER 40 FOOT and PAINT NEW COMBINATION MAST ARM AND POLE, 40 FOOT AND OVER, which shall be payment in full for painting and packaging the traffic signal mast arm poles and posts described above including all shrouds, bases appurtenance, and as described in this specification.

PAVEMENT MARKING AND REMOVAL

Effective: December 29, 2008 Revised: April 12, 2016

This work shall consist of installing and removing temporary pavement marking according to Section 703 of the Standard Specifications and the following:

Paint pavement marking shall be used on the final wearing surface when the temporary pavement marking will conflict with the permanent pavement marking such as on tapers, crossovers and lane shifts.

All temporary paint on the final wearing surface shall be removed according to Article 1101.12 Water Blaster with Vacuum Recovery and the applicable portions of Sections 703 and 783 of the Standard Specifications and as described herein.

Add the following paragraph to Article 1101.12 of the Standard Specifications.

For the high pressure water spray, the pressure at the nozzle shall be approximately 25,000 psi with maximum flow rate of 15 gal/min. The nozzle shall be in close proximity to the pavement surface.

PCC AUTOMATIC BATCHING EQUIPMENT

Effective: January 1, 2015

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

Plants shall have computerized batching interfaced with a printer. Batch weights, aggregate mixtures, water added, amount of each admixture or additive, and percent variance from design shall be printed for each batch. Tickets shall state the actual water-cement ratio as batched, and the amount of water that can be added to the batch without exceeding the maximum water-cement ratio. Truck delivery tickets are still required as per Article 1020.11(a)(7) of the Standard Specifications.

PCC QC/QA ELECTRONIC REPORTS SUBMITTAL

Effective: January 1, 2015

The Contractor's QC personnel shall be responsible for electronically submitting BMPR MI654 "Concrete Air, Slump, and Quantity," BMPR MI655 "P.C. Concrete Strength," and BMPR MI504 "Aggregate Gradation" reports to the Department. The format for the electronic submittals shall be the QC/QA package reporting program, which will be provided by the Department. Microsoft Excel 2007 or newer and Microsoft Outlook is required for this program which shall be provided by the Contractor.

PLUG EXISTING STORM SEWER

This work shall consist of plugging the ends of existing storm sewers to be abandoned with a mortared brick or concrete masonry bulkhead, 8" minimum thickness, in conformance with Sections 1041 and 1042 of the Standard Specifications, at locations shown on the plans.

This work will be measured for payment per CUBIC YARD of concrete masonry bulkhead for PLUG EXISTING STORM SEWER.

This work will be paid at the contract unit price per CUBIC YARD for PLUG EXISTING STORM SEWER which price shall include all materials, labor and equipment necessary to plug existing storm sewers at locations shown in the plans, as specified herein, and as directed by the Engineer.

PROPERTY MARKERS

Effective: July 1, 1994 Revised: January 30, 2008

This work shall consist of locating, protecting, preserving and relocating property markers, monuments or pins which are discovered and which will be disturbed in the normal course of construction. An Illinois Registered Land Surveyor will relocate the markers, monuments or pins to the new or relocated right-of-way line in such a location as to legally define the location of the new or reestablished property corner(s). The Contractor shall be required to furnish one copy of the final plat or plats to the State upon completion of the work.

The Surveyor shall place as a minimum a 36" x 3/4" round iron pin for the property marker. This work will be paid for at the contract unit price EACH for PROPERTY MARKERS.

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)

Effective: January 1, 2006

<u>Description</u>. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of \$5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of \$10,000,000 over the life of the policy. A separate policy is required for each railroad unless otherwise noted.

	NUMBER & SPEED OF	NUMBER & SPEED OF
NAMED INSURED & ADDRESS	PASSENGER TRAINS	FREIGHT TRAINS

Dakota, Minnesota and Eastern (DME) Railroad doing business as the Canadian Pacific Railway (CP) 120 S. Sixth Street, Suite 900 Minneapolis, MN 55402 less than 1 per day at 25 MPH

Jim H. Krieger, Manager of Public Works – US South Region

DOT/AAR No.: 387 257F RR Mile Post: 27.73 RR Sub-Division: Rockford

For Freight/Passenger Information Contact: Scott Volden Phone: 605-321-8589 For Insurance Information Contact: Jim Krieger Phone: 612-330-4555 Jim Krieger@cpr.ca

Comments: Railroad flaggers are required if working within 25 feet, horizontally, of the tracks or whenever working over the tracks. Contact Scott Volden at least one week in advance to schedule a flagger.

<u>Approval of Insurance</u>. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

<u>Basis of Payment</u>. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES

The work shall be according to Article 669 of the Standard Specifications and the following:

Qualifications. The term environmental firm shall mean an environmental firm with at least five (5) documented leaking underground storage tank (LUST) cleanups or that is pre-qualified in hazardous waste by the Department. Documentation includes but not limited to verifying remediation and special waste operations for sites contaminated with gasoline, diesel, or waste oil in accordance with all Federal, State, or local regulatory requirements and shall be provided to the Engineer for approval. The environmental firm selected shall not be a former or current consultant or have any ties with any of the properties contained within and/or adjacent to this construction project.

<u>General.</u> This Special Provision will likely require the Contractor to subcontract for the execution of certain activities.

All contaminated materials shall be managed as either "uncontaminated soil" or non-special waste. This work shall include monitoring and potential sampling, analytical testing, and management of a material contaminated by regulated substances. The Environmental Firm shall continuously monitor all soil excavation for worker protection and soil contamination. Phase I Preliminary Engineering information is available through the District's Environmental Studies Unit. Soil samples or analysis without the approval of the Engineer will be at no additional cost to the Department. The lateral distance is measured from centerline and the farthest distance is the offset distance or construction limit whichever is less.

The Contractor shall manage any excavated soils and sediment within the following areas:

Site 1312V3-3 – Sonoco Products Company (Vacant Land)

- Station 939+75 to Station 942+05 (IL 75), 0 to 60 feet LT (Sonoco Products Company [Vacant Land], PESA Site 1312V3-3, 200 W. Hawick Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, dibenzo(a,h)anthracene, lead, and manganese.
- Station 942+05 to Station 942+70 (IL 75), 0 to 75 feet LT (Sonoco Products Company [Vacant Land], PESA Site 1312V3-3, 200 W. Hawick Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and lead.
- Station 8+50 to Station 9+30 (Hawick Street), 0 to 45 feet RT (Sonoco Products Company [Vacant Land], PESA Site 1312V3-3, 200 W. Hawick Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.

Site 1312V3-4 - Settlers Park

Station 939+75 to Station 941+05 (IL 75), 0 to 45 feet RT (Settlers Park, PESA Site 1312V3-4, 200 block of S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(4) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)anthracene.

Station 941+05 to Station 942+05 (IL 75), 0 to 45 feet RT (Settlers Park, PESA Site 1312V3-4, 200 block of S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to

Article 669.09. COCs sampling parameters: Benzo(a)pyrene and lead.

Station 942+05 to Station 942+70 (IL 75), 0 to 70 feet ŘT (Settlers Park, PESA Site 1312V3-4, 200 block of S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and lead.

Site 1312V3-5 – Blassage Photography

Station 8+50 to Station 9+05 (Hawick Street), 0 to 35 feet LT (Blassage Photography, PESA Site 1312V3-5, 124 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Station 9+05 to Station 9+47 (Hawick Street), 0 to 35 feet LT (Blassage Photography, PESA Site 1312V3-5, 124 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to

Article 669.09. COCs sampling parameters: Manganese.

Station 942+70 to Station 943+40 (IL 75), 0 to 53 feet LT (Blassage Photography, PESA Site 1312V3-5, 124 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)- pyrene.
 Station 943+40 to Station 944+00 (IL 75), 0 to 50 feet LT (Blassage Photography, PESA

Station 943+40 to Station 944+00 (IL 75), 0 to 50 feet LT (Blassage Photography, PESA Site 1312V3-5, 124 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to

Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-6 – Parking Lot

Station 11+50 to Station 11+70 (Hawick Street), 0 to 30 feet LT (Parking lot, PESA Site 1312V3-6, 119 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, dibenzo(a,h)anthracene, lead, and manganese.

Station 942+70 to Station 943+40 (IL 75), 0 to 50 feet RT (Parking lot, PESA Site 1312V3-6, 119 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene,

dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and lead.

Station 943+85 to Station 944+30 (IL 75), 0 to 45 feet RT (Parking lot, PESA Site 1312V3-6, 119 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-7 – Jennings Construction

• Station 944+00 to Station 944+10 (IL 75), 0 to 50 feet LT (Jennings Construction, PESA Site 1312V3-7, 112 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Station 944+65 to Station 945+05 (IL 75), 0 to 45 feet LT (Jennings Construction, PESA Site 1312V3-7, 112 S. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and lead.

Site 1312V3-9 – Mixed-use Building

- Station 945+05 to Station 945+70 (IL 75), 0 to 45 feet LT (Mixed-use Building, PESA Site 1312V3-9, 100 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 945+70 to Station 946+30 (IL 75), 0 to 105 feet LT (Mixed-use Building, PESA Site 1312V3-9, 100 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, lead, and manganese.

Site 1312V3-10 – Rockton Inn

- Station 944+30 to Station 944+45 (IL 75), 0 to 45 feet RT (Rockton Inn, PESA Site 1312V3-10, 102 E. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 944+45 to Station 945+05 (IL 75), 0 to 45 feet RT (Rockton Inn, PESA Site 1312V3-10, 102 E. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 945+05 to Station 945+50 (IL 75), 0 to 45 feet RT (Rockton Inn, PESA Site 1312V3-10, 102 E. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, lead, and manganese.
- Station 945+50 to Station 946+30 (IL 75), 0 to 45 feet RT (Rockton Inn, PESA Site 1312V3-10, 102 E. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.
- Station 30+45 to Station 31+00 (Main Street), 0 to 45 feet RT (Rockton Inn, PESA Site 1312V3-10, 102 E. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo-(a,h)anthracene, indeno(1,2,3-cd)pyrene, and manganese.

Site 1312V3-13 – Village of Rockton Municipal Center

• Station 31+00 to Station 31+65 (Main Street), 0 to 45 feet RT (Village of Rockton Municipal Center, PESA Site 1312V3-13, 110 E. Main Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, benzo(k)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and manganese.

Site 1312V3-14 – Eccentricities

- Station 29+45 to Station 29+70 (Main Street), 0 to 40 feet LT (Eccentricities, PESA Site 1312V3-14, 101 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and manganese.
- Station 946+30 to Station 947+30 (IL 75), 0 to 30 feet LT (Eccentricities, PESA Site 1312V3-14, 101 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 1312V3-16 – Fibs

- Station 28+50 to Station 29+15 (Main Street), 0 to 40 feet LT (Fibs, PESA Site 1312V3-14, 105 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 29+15 to Station 29+45 (Main Street), 0 to 40 feet LT (Fibs, PESA Site 1312V3-14, 105 W. Main Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo-(a,h)anthracene, and manganese.

Site 1312V3-20 – Mobil Gas Station

- Station 947+70 to Station 948+50 (IL 75), 0 to 55 feet RT (Mobil Gas Station, PESA Site 1312V3-20, 111 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 948+50 to Station 949+45 (IL 75), 0 to 40 feet RT (Mobil Gas Station, PESA Site 1312V3-20, 111 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.
- Station 949+45 to Station 949+95 (IL 75), 0 to 105 feet RT (Mobil Gas Station, PESA Site 1312V3-20, 111 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead.
- Station 52+05 to Station 52+20 (Mechanic Street), 0 to 35 feet RT (Mobil Gas Station, PESA Site 1312V3-20, 111 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, carbazole, dibenzo(a,h)-anthracene, and indeno(1,2,3-cd)pyrene.

Site 1312V3-22 – Rockton Collision Center

• Station 52+20 to Station 52+75 (Mechanic Street), 0 to 35 feet RT (Rockton Collision Center, PESA Site 1312V3-22, 110 E. Mechanic Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)-fluoranthene, carbazole, dibenzo(a,h)anthracene, and indeno(1,2,3-cd)-pyrene.

Site 1312V3-23 – Rockton Fire Department

- Station 949+95 to Station 951+40 (IL 75), 0 to 60 feet RT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.
- Station 51+40 to Station 52+10 (Mechanic Street), 0 to 50 feet LT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead.
- Station 52+10 to Station 52+75 (Mechanic Street), 0 to 40 feet LT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, and dibenzo(a,h)- anthracene.
- Station 951+40 to Station 952+40 (IL 75), 0 to 60 feet RT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 952+40 to Station 953+55 (IL 75), 0 to 80 feet RT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and dibenzo(a,h)anthracene.
- Station 70+80 to Station 71+75 (Chapel Street), 0 to 30 feet RT (Rockton Fire Department, PESA Site 1312V3-23, 201 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-34 – Model A Station

- Station 964+10 to Station 965+15 (IL 75), 0 to 85 feet LT (Model A Station, PESA Site 1312V3-34, 510 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, and lead.
- Station 131+10 to Station 132+15 (proposed Washington Street), 0 to 30 feet LT and 0 to 45 feet RT (Model A Station, PESA Site 1312V3-34, 510 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

- Station 132+15 to Station 132+85 (proposed Washington Street), 0 to 5 feet LT and 0 to 70 feet RT (Model A Station, PESA Site 1312V3-34, 510 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 965+15 to Station 966+10 (IL 75), 0 to 45 feet LT (Model A Station, PESA Site 1312V3-34, 510 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-35 - Commercial Building

- Station 966+10 to Station 966+55 (IL 75), 0 to 35 feet LT (Commercial Building, PESA Site 1312V3-35, 520 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 966+55 to Station 967+60 (IL 75), 0 to 35 feet LT (Commercial Building, PESA Site 1312V3-35, 520 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 147+65 to Station 147+75 (West Warren Street), 0 to 35 feet RT (Commercial Building, PESA Site 1312V3-35, 520 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 148+70 to Station 149+65 (West Warren Street), 0 to 40 feet RT (Commercial Building, PESA Site 1312V3-35, 520 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-36 – Vacant Lot

• Station 168+00 to Station 169+00 (Green Street), 0 to 60 feet LT (Vacant lot, PESA Site 1312V3-36, 555 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead.

Site 1312V3-39 – Residence

- Station 967+95 to Station 968+60 (IL 75), 0 to 45 feet LT (Residence, PESA Site 1312V3-39, 121 E. Warren Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 171+40 to Station 172+20 (Green Street), 0 to 30 feet LT (Residence, PESA Site 1312V3-39, 121 E. Warren Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.

Site 1312V3-40 – Residence

• Station 172+20 to Station 172+75 (Green Street), 0 to 30 feet LT (Residence, PESA Site 1312V3-40, 610 N. Green Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.

Site 1312V3-42 - Rockton Township Historical Society

- Station 168+00 to Station 169+20 (Green Street), 0 to 35 feet RT (Rockton Township Historical Society, PESA Site 1312V3-42, 529 N. Green Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 152+10 to Station 153+05 (East Warren Street), 0 to 40 feet RT (Rockton Township Historical Society, PESA Site 1312V3-42, 529 N. Green Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-43 - Vacant Land

- Station 969+70 to Station 970+70 (IL 75), 0 to 40 feet LT (Vacant Land, PESA Site 1312V3-43, 600 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 970+70 to Station 972+80 (IL 75), 0 to 50 feet LT (Vacant Land, PESA Site 1312V3-43, 600 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 972+80 to Station 973+30 (IL 75), 0 to 45 feet LT (Vacant Land, PESA Site 1312V3-43, 600 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzene, benzo(a)pyrene, dibenzo(a,h)anthracene, and arsenic.

Site 1312V3-46 - Marcos Restaurant

- Station 969+30 to Station 970+25 (IL 75), 0 to 35 feet RT (Marcos Restaurant, PESA Site 1312V3-46, 615 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 152+10 to Station 153+00 (East Warren Street), 0 to 35 feet LT (Marcos Restaurant, PESA Site 1312V3-46, 615 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 970+25 to Station 972+60 (IL 75), 0 to 100 feet RT (Marcos Restaurant, PESA Site 1312V3-46, 615 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, benzo(b)-fluoranthene, and manganese.
- Station 153+00 to Station 154+05 (East Warren Street), 0 to 35 feet LT (Marcos Restaurant, PESA Site 1312V3-46, 615 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-47 - Residence

- Station 153+05 to Station 154+05 (East Warren Street), 0 to 40 feet RT (Residence, PESA Site 1312V3-47, 530 N. Bridge Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 154+05 to Station 155+00 (East Warren Street), 0 to 45 feet RT (Residence, PESA Site 1312V3-47, 530 N. Bridge Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 1312V3-49 - Railroad Tracks

• Station 973+30 to Station 973+75 (IL 75), 0 to 45 feet LT (Railroad Tracks, PESA Site 1312V3-49, 600 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzene, benzo(a)pyrene, dibenzo(a,h)anthracene, and arsenic.

Site 1312V3-50 – Blackhawk Barbershop

• Station 973+55 to Station 974+20 (IL 75), 0 to 80 feet RT (Blackhawk Barbershop, PESA Site 1312V3-50, 625 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.

Site 1312V3-51 - Dance FX

- Station 973+75 to Station 974+90 (IL 75), 0 to 45 feet LT (Dance FX, PESA Site 1312V3-51, 624 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.
- Station 974+90 to Station 975+20 (IL 75), 0 to 45 feet LT (Dance FX, PESA Site 1312V3-51, 624 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-52 - Philips 66

- Station 974+80 to Station 975+30 (IL 75), 0 to 65 feet RT (Phillips 66, PESA Site 1312V3-52, 629 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 975+80 to Station 976+25 (IL 75), 0 to 60 feet RT (Phillips 66, PESA Site 1312V3-52, 629 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 976+25 to Station 977+35 (IL 75), 0 to 85 feet RT (Phillips 66, PESA Site 1312V3-52, 629 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-53 – Rockton Automotive

- Station 975+20 to Station 975+50 (IL 75), 0 to 60 feet LT (Rockton Automotive, PESA Site 1312V3-53, 626 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.
- Station 975+50 to Station 976+05 (IL 75), 0 to 60 feet LT (Rockton Automotive, PESA Site 1312V3-53, 626 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.

Site 1312V3-54 - Residence

• Station 976+75 to Station 978+30 (IL 75), 0 to 85 feet LT (Residence, PESA Site 1312V3-54, 630 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, lead, and manganese.

Site 1312V3-55 - Vacant Land

• Station 977+35 to Station 978+20 (IL 75), 0 to 85 feet RT (Vacant Land, PESA Site 1312V3-55, 600 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-56 - First Student

- Station 978+30 to Station 979+00 (IL 75), 0 to 110 feet LT (First Student, PESA Site 1312V3-56, 720 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene, lead, and manganese.
- Station 979+95 to Station 980+50 (IL 75), 0 to 45 feet LT (First Student, PESA Site 1312V3-56, 720 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 980+50 to Station 980+95 (IL 75), 0 to 45 feet LT (First Student, PESA Site 1312V3-56, 720 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-57 – Residential Buildings

• Station 979+40 to Station 982+20 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-57, 703-719 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.

<u>Site 1312V3-58 – Residential Buildings</u>

- Station 982+20 to Station 982+30 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-58, 759-763 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 982+30 to Station 983+30 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-58, 759-763 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-59 - Taylor Company

- Station 983+10 to Station 983+60 (IL 75), 0 to 50 feet LT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 983+60 to Station 984+10 (IL 75), 0 to 50 feet LT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 985+65 to Station 986+15 (IL 75), 0 to 50 feet LT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 988+90 to Station 989+95 (IL 75), 0 to 105 feet LT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 990+95 to Station 991+80 (IL 75), 0 to 50 feet LT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, indeno(1,2,3-cd)pyrene, and manganese.
- Station 228+70 to Station 229+20 (Dingman Street), 0 to 30 feet RT (Taylor Company, PESA Site 1312V3-59, 750 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

Site 1312V3-60 - McCorkle Funeral Home

- Station 984+05 to Station 984+60 (IL 75), 0 to 80 feet RT (McCorkle Funeral Home, PESA Site 1312V3-60, 767 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Arsenic and manganese.
- Station 984+60 to Station 985+50 (IL 75), 0 to 80 feet RT (McCorkle Funeral Home, PESA Site 1312V3-60, 767 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.

Site 1312V3-61 - Advia Credit Union

- Station 985+50 to Station 985+85 (IL 75), 0 to 80 feet RT (Advia Credit Union, PESA Site 1312V3-61, 769 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead and manganese.
- Station 985+85 to Station 986+85 (IL 75), 0 to 80 feet RT (Advia Credit Union, PESA Site 1312V3-61, 769 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 986+85 to Station 987+65 (IL 75), 0 to 80 feet RT (Advia Credit Union, PESA Site 1312V3-61, 769 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.

Site 1312V3-62 – Residential Buildings

- Station 987+65 to Station 987+90 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-62, 806 Kocher Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 987+90 to Station 988+90 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-62, 806 Kocher Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(5) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)anthracene, benzo(a)pyrene, benzo(b)fluoranthene, dibenzo(a,h)anthracene, lead, and manganese.
- Station 988+90 to Station 990+90 (IL 75), 0 to 80 feet RT (Residential Buildings, PESA Site 1312V3-62, 806 Kocher Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 991+90 to Station 992+65 (IL 75), 0 to 75 feet RT (Residential Buildings, PESA Site 1312V3-62, 806 Kocher Street, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(1) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 231+65 to Station 232+20 (Kocher Street), 0 to 45 feet RT (Residential Buildings, PESA Site 1312V3-62, 806 Kocher Street, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 1312V3-63 – Vacant Land

- Station 992+65 to Station 993+15 (IL 75), 0 to 120 feet RT (Vacant Land, PESA Site 1312V3-63, 900 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.
- Station 993+15 to Station 993+65 (IL 75), 0 to 100 feet RT (Vacant Land, PESA Site 1312V3-63, 900 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.
- Station 995+45 to Station 996+50 (IL 75), 0 to 100 feet RT (Vacant Land, PESA Site 1312V3-63, 900 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 1312V3-64 - Residence

• Station 228+70 to Station 229+45 (Dingman Drive), 0 to 35 feet LT (Residence, PESA Site 1312V3-64, 407 Dingman Drive, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene.

• Station 992+70 to Station 994+00 (IL 75), 0 to 55 feet LT (Residence, PESA Site 1312V3-64, 407 Dingman Drive, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.

Site 1312V3-65 – Residence

Station 994+00 to Station 994+85 (IL 75), 0 to 65 feet LT (Residence, PESA Site 1312V3-65, 906 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-66 - Residence

Station 994+85 to Station 996+10 (IL 75), 0 to 60 feet LT (Residence, PESA Site 1312V3-66, 908 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

Site 1312V3-67 - Residence

Station 996+10 to Station 997+05 (IL 75), 0 to 60 feet LT (Residence, PESA Site 1312V3-67, 916 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) – This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead.

Site 1312V3-69 - Commercial Building

 Station 997+05 to Station 997+30 (IL 75), 0 to 60 feet LT (Commercial Building, PESA Site 1312V3-69, 918 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Lead.

Site 1312V3-70 - Vacant Land

 Station 999+70 to Station 1001+95 (IL 75), 0 to 100 feet RT (Vacant Land, PESA Site 1312V3-70, 1000 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) -This material meets the criteria of Article 669.09(b)(1) and shall be managed in accordance to Article 669.09.

Site 1312V3-71 - Vacant Land

Station 998+30 to Station 1001+20 (IL 75), 0 to 65 feet LT (Vacant Land, PESA Site 1312V3-71, 1000 block of N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) - This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

<u>Site 1312V3-72 – Commercial Buildings</u>

- Station 248+35 to Station 249+25 (Central Drive), 0 to 65 feet LT (Commercial Buildings, PESA Site 1312V3-72, 1107 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois)
 This material meets the criteria of Article 669.09(a)(3) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Benzo(a)pyrene and manganese.
- Station 1001+95 to Station 1004+05 (IL 75), 0 to 85 feet LT (Commercial Buildings, PESA Site 1312V3-72, 1107 N. Blackhawk Boulevard, Rockton, Winnebago County, Illinois) This material meets the criteria of Article 669.09(a)(2) and shall be managed in accordance to Article 669.09. COCs sampling parameters: Manganese.

REMOVAL OF EXISTING STRUCTURES

This work shall be done in accordance with Section 501 of the Standard Specifications. The work shall consist of removing and disposing of existing box culverts or portions of existing box culverts and other items as specified. Removal of existing drop boxes shall be included in the cost of Removal of Existing Structure for that location.

No.	Station	Description
1	1004+89 RT	AR Culvert End Section / Drop Inlet Box

This work shall be paid for at the contract unit price per EACH for REMOVAL OF EXISTING STRUCTURES of the number specified.

REMOVE AND RELOCATE TREE FRAME AND GRATE

<u>Description</u>. This work shall consist of removing, cleaning, storing and relocating existing tree frame and grate in accordance with the details shown on the plans, as stated herein and as directed by the Engineer. The Contractor shall coordinate exact locations with the Village of Rockton prior to installation.

The Contractor shall take care in removing the existing tree frame and grate so that they may be salvaged and reinstalled during construction. Any damage done to the frame and grate by the Contractor's operations shall be repaired or replaced in kind to the satisfaction of the Engineer at no additional cost.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per EACH for REMOVE AND RELOCATE TREE FRAME AND GRATE, which price shall include all material, labor and work necessary to remove, clean, store and relocate the tree frame and grate.

REMOVE CONCRETE END SECTION

<u>Description</u>. This work shall consist of removing concrete end sections from concrete pipe culverts as shown in the plans or as directed by the Engineer.

<u>General</u>. All work shall be performed in accordance with Article 501.05 of the Standard Specifications.

<u>Method of Measurement</u>. Removal of existing concrete end sections will be measured for payment in units of EACH.

Excavation of earth necessary to perform the removal of the concrete end sections will not be measured for payment, but will be included in the cost of this pay item.

<u>Basis of Payment</u>. Removal of existing concrete end sections will be paid for at the contract unit price per EACH for REMOVE CONCRETE END SECTION.

SANITARY MANHOLES TO BE ADJUSTED

This work shall consist of adjusting sanitary sewer manholes to final grade. This work shall otherwise be performed in accordance with the applicable portions of Section 602 of the Standard Specifications

<u>Construction Requirements</u>. Sanitary manholes to be adjusted shall be fitted with an external chimney seal subject to the approval of the Engineer. Existing chimney seals may be adjusted and reused if considered suitable for reuse by the Engineer.

<u>Method of Measurement</u>. This work shall be measured for payment for each sanitary manhole adjusted.

<u>Basis of Payment</u>. This work shall be paid for at the contract unit price per EACH for SANITARY MANHOLES TO BE ADJUSTED

STEEL POST REMOVAL

This work shall consist of the removal of the steel posts set in the ground at the locations shown in the plans. Concrete foundations removed in conjunction with the steel posts will not be paid for separately, but considered included in the cost.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per EACH for STEEL POST REMOVAL.

STORM SEWER WATER MAIN REQUIREMENT

Effective: June 12, 1997

Description: This work shall consist of furnishing and installing water main quality pipe at the locations shown on the plans.

Materials:

a) Ductile iron water main Class 52

Joints for Ductile Iron pipe shall be:

- 1. Mechanical Joints AWWA C111 and C600
- 2. Push-On-Joints AWWA C111 and C600
- Polyvinyl Chloride (PVC) Class 12454B (PVC 1120) or Class 12454C (PVC 1220).
 Schedule 40 is required for 8" diameter and schedule 80 for larger sizes.

CONSTRUCTION REQUIREMENTS

The storm sewer water main shall be installed according to the applicable portions of Section 550 and 561 of the Standard Specifications and the Standard Specifications for Water and Sewer Main Construction. In case of conflict between the Standard Specifications, the Standard Specifications for Water and Sewer Main Construction in Illinois shall take precedence and shall govern.

No testing or disinfections of the newly laid storm sewer water main will be required. A water-tight connection is required between the storm sewer water main and the storm sewer. Method of Measurement: Storm sewer water main of the various diameters will be measured for payment in feet, measured in place.

Basis of Payment: This work will be paid for at the contract unit price per FOOT for STORM SEWER WATER MAIN REQUIREMENT, of the diameter specified.

SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL)

<u>Description:</u> This item shall consist of removing the existing hot-mix asphalt surface the full depth of its thickness down to the underlying concrete pavement by milling the pavement with a self-propelled milling machine at the locations shown on the plans. The work shall be done in accordance with the applicable portions of Section 440 of the Standard Specifications.

The contractor shall take precautions during the grinding operations to minimize contamination of the grindings with any material from the underlying concrete pavement.

This item will include disposal of removed materials in accordance with Article 202.03 of the Standard Specifications

Pavement thicknesses were recorded from roadway cores completed as part of the geotechnical field testing and investigation and are summarized below.

Core/Location	General Location	HMA Thickness (inches)
1	400' E of RR – EB, 4' Ofs	4.7
2	400' E of RR – EB, 9' Ofs	4.8
3	0.2 miles from Location #1, 4' Ofs	5.4
4	0.2 miles from Location #1, 9' Ofs	4.8
Average Thickness:		5.0

<u>Basis of Payment:</u> The surface removal, regardless of actual depth of the existing pavement being removed, will be paid for per SQUARE YARD for SURFACE REMOVAL, VARIABLE DEPTH (SPECIAL), which price shall include removal, hauling, stock piling and all

Hauling and placing the grindings used for "capping" aggregate for the aggregate subgrade improvement will be included in the pay item for Aggregate Subgrade Improvement. If grinding are used in other locations they will not be measured separately for payment but shall be included in the pay item being constructed.

other materials, labor, tools, equipment and incidentals necessary to complete this item of work.

TEMPORARY PAVEMENT

Effective: October 17, 2007 Revised: July 20, 2016

This work shall consist of placing a Hot-Mix Asphalt Surface Course or Portland Cement Concrete Base Course and aggregate base to serve as a temporary widening or a runaround at the locations shown on the plans. The choice of material to be used for this item is left to the Contractor to choose from the following options:

HOT-MIX ASPHALT OPTION

This work shall consist of placing and compacting 12 inches of Sub-base Granular Material, Type A and constructing 4.75 inches of Hot-Mix Asphalt Surface Course to serve as a temporary runaround at the location shown on the plans. If the thickness is 3 inches or more, it should be placed in 2 lifts.

<u>Description</u>: This work shall consist of designing, producing and constructing a HMA Surface Course on a prepared base, according to Sections 311, 406, 1030 and 1102 of the Standard Specifications, except as follows.

Materials: Surface Mixture 9.5 Mix C, N70 shall be used.

Required Field Tests: Density Acceptance at 95% - 102% of growth curve at the frequency indicated in Article 1030.05(d)(3).

All work and materials required to complete the work listed above shall be included in the contract unit cost per SQUARE YARD for TEMPORARY PAVEMENT.

The hot-mix asphalt and subbase shall be removed after the final stage is completed. Removal shall be paid for separately at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT REMOVAL.

PORTLAND CEMENT CONCRETE OPTION

This work shall consist of placing and compacting 4 inches of Subbase Granular Material, Type A and constructing an 8 inch thick Portland Cement Concrete Base Course to serve as a temporary runaround at the location shown on the plans. The minimum width shall be 3 feet. This work shall be completed according to Sections 311 and 353 of the Standard Specifications.

Welded wire reinforcement shall not be utilized in the base course.

The Contractor shall saw longitudinal joints in base courses wider than 16 feet, according to Standard 420001, except that uncoated steel tie bars may be used instead of epoxy coated tie bars. These joints shall not be sealed.

The Contractor shall saw transverse joints in the base course at 20 foot centers according to the detail for Sawed Construction Joints in Standard 420001, except that dowel bars are not required. These joints shall not be sealed.

All work as listed above, including tie bars, sawed joints and all other required materials shall be included in the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT.

The base course and sub-base shall be removed after the final stage is completed. Removal shall be paid for separately at the contract unit price per SQUARE YARD for TEMPORARY PAVEMENT REMOVAL.

TEMPORARY SIDEWALK

This work shall consist of constructing portions of temporary sidewalk as needed to maintain pedestrian access during stage construction.

The Contractor shall use 2 inches of Incidental Hot-Mix asphalt (HMA), placed in accordance with Section 408 of the Standard Specifications, and other applicable HMA special provisions as contained herein.

The Temporary Sidewalk shall be placed on a suitable prepared subgrade in accordance with Section 424 of the Standard Specifications.

The temporary sidewalk shall conform to the same ADA compliance requirements as standard sidewalk (cross slopes, running slopes, widths, etc.).

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

<u>Method of Measurement:</u> This work will be measured for payment in place and the area computed in square feet. The preparation of subgrade, including any materials required, will not be measured separately for payment, but shall be included within the contract unit price for TEMPORARY SIDEWALK. The removal of the temporary sidewalk will not be measured separately for payment, but shall be included within the contract unit price for TEMPORARY SIDEWALK.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per SQUARE FOOT (square meter) for TEMPORARY SIDEWALK. This contract unit price shall include all labor, equipment and materials necessary to complete the work as described. An estimated quantity has been provided for TEMPORARY SIDEWALK. Actual locations will be determined as field conditions warrant and as directed by the Engineer.

TEMPORARY SIDEWALK RAMP

This work shall be constructed in accordance with Section 408 of the Standard Specifications except as noted herein modified.

This work consists of the construction and removal of temporary Hot-Mix Asphalt accessible sidewalk ramps to accommodate pedestrians in the construction zone. The work includes any necessary excavation, butt joint removal, furnishing and installing hot mix asphalt material, furnishing PVC or other approved pipe, removal, and proper disposal.

The temporary ramps shall be a minimum thickness of Hot-Mix material required to transition from the higher elevation to the lower elevation except at end locations where the ramp tapers to meet existing pavement. Hot-Mix asphalt thickness at the end of the ramp (limit of the taper) may be 1 inch and is subject to the elevation difference requirements described in this provision in conformance with ADA policy.

All temporary ramps shall meet the lines and dimensions for IDOT Standards 424001 - 424301, latest versions, Curb Ramps for Sidewalks, or as shown in the details on the plans. Efforts shall be made to ensure that the ends of the temporary ramps are flush with existing pavement or sidewalks. If the ends cannot be made flush, a maximum elevation difference of ¼ inch will be allowable. Any removals of sod, earth, aggregate, hot-mix asphalt or other pavement material necessary to obtain flush connections shall be included in the cost of the TEMPORARY SIDEWALK RAMP.

The Hot-Mix asphalt for this item is not expected to be placed for use by vehicular traffic. Mixture composition IL-9.5, Mix 'C' will be allowed. The contractor may substitute IDOT Class SI Portland cement concrete for the Hot-Mix Asphalt at no additional compensation.

When drainage of the existing curb line must be maintained after installation of the Temporary Sidewalk Ramps, a minimum 2 inch diameter pipe, capable of withstanding the temperatures associated with the placement of Hot-Mix Asphalt over the pipe without degradation or deformation, shall be placed in the flow line of the curb for the length of the ramp and the temporary ramp material placed adjacent. The use of any pipe material (new or previously used) must be inspected and approved by the Engineer in advance of placement. Damaged or broken pipe material will not be allowed.

<u>Basis of Payment</u>: This work shall be paid for at the contract unit price per EACH for TEMPORARY SIDEWALK RAMP, which price shall include all excavation, pavement removal, materials, installation, and other removal necessary to complete the temporary ramps per standards and as shown on the plans. The removal of the temporary sidewalk ramps will not be paid for separately, but shall be included within the contract unit price for TEMPORARY SIDEWALK RAMP.

TERMINATION OF DEAD END ROADS

This work shall consist of furnishing and installing signs (R11-2A)(M10-2) and posts as specified in District Standard 89.2.

The delineators shown on District Standard 89.2 shall be set to a minimum depth of 3½ feet (1.1 m).

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per EACH for TERMINATION OF DEAD END ROADS, which will include the furnishing of all equipment, labor and materials necessary for the installation of the termination of dead end roads.

TRAFFIC CONTROL SURVEILLANCE

Effective: January 1, 2011

Revise the first sentence of the first paragraph of Article 701.10 of the Standard Specifications to read:

"When open holes, broken pavement, trenches over 3 in. deep and 4 in. wide or other hazards are present within 8 ft. of the edge of an open lane, the Contractor shall furnish traffic control surveillance at all times, whether or not the Contractor is engaged in construction operations."

VIDEO VEHICLE DETECTION

The following video vehicle detection systems meet the specifications outlined in this section and are currently approved for use in District 2:

Iteris Rz-4 Advanced WDR (4 Camera System) Autoscope Solo Pro (4 Camera System)

The quantity and type of cable that will be required to complete the installation will vary depending on the equipment manufacturer.

The Contractor shall be responsible for determining the cable type and quantities of cable required for the video detection installations. All cable used shall meet current Department specifications, manufacturer's recommendations, and shall be subject to approval by the Engineer.

Each system to be installed shall be the latest model. Each intersection shall include four (4) cameras plus one (1) spare to be delivered to the Resident Engineer, the processor unit, connectors, software, and all cabling necessary back to the controller. All the equipment shall compatible with the controller to be installed on this project. All equipment shall be installed according to manufacturer's recommendations. The video detection cameras shall be capable of being zoomed and focused from a connection in the controller cabinet.

The video vehicle detection system shall include all necessary cables, electrical junction boxes, electrical and coaxial surge suppression, hardware, software, programming, and any camera brackets that are required for installation. These items should be taken into consideration and shall be included in the bid price 4 camera system and 1 spare camera for the VIDEO CAMERA DETECTOR SYSTEM.

If the unit requires the use of a power strip, the power strip/surge suppressor shall conform to the following minimum specifications:

Let Through Voltage: <85 Volts

Operating Voltage: 120VAC, 50/60H

• UL Suppressed Voltage Rating: 330V

Energy Rating: 320J

• Peak Current NM/CM: 13k Amps NM, 13k Amps CM

• EMI/RFI Noise Filtration: >25-60dB

A total of one 12" color video monitor and trackball with USB connect shall be included in the installation, to allow for the setup and monitoring of the video detection system.

All vehicle video detection systems shall be equipped with the latest software or firmware revisions.

The video vehicle system shall be configured and installed to NEMA TS2 Standards.

The Contractor shall be responsible for furnishing and installing all necessary camera brackets that are required for the camera installation. The camera mounting brackets shall be of aluminum or steel construction with a natural or white powder coated finish. All brackets shall be submitted to the Department for approval prior to installation. The material and installation shall be completed to the satisfaction of the Engineer.

The minimum requirements for a video vehicle detection system are listed below:

1.0 General

This Specification sets forth the minimum requirements for a system that monitors vehicles on a roadway via processing of video images and provides detector outputs to a traffic controller or similar device. All video detection systems must be approved by the Department. Currently, only Iteris Rz-4 Advanced WDR and Econolite Autoscope Solo Pro video detection systems are approved for use within District 2.

1.1 System Hardware

The system shall consist of four video cameras, one spare camera and an automatic control unit (ACU). The ACU shall process all detected calls and shall be equipped with the latest firmware revisions.

1.2 System Software

The system shall be able to detect either approaching or receding vehicles in multiple traffic lanes. A minimum of 24 detection zones shall be user-definable per camera. The user shall be able to modify and delete previously defined detection zones. The software shall provide remote access operation and shall be the latest revision.

2.0 Functional Capabilities

2.1 Real-Time Detection

- 2.2 The ACU shall be capable of simultaneously processing information from up to four (4) video sources. The video shall be digitized and analyzed at a rate of a minimum of 30 times per second.
- 2.3 The system shall be able to detect the presence of vehicles in a minimum of 96 detection zones within the combined field of view of the image sensors.

3.0 Vehicle Detection

3.1 Detection Zone Placement

The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the combined field of view of the image sensors. In addition, detection zones shall be coordinated with the signal phases. Each detection zone shall provide a minimum of two kinds of detection (extend, delay, presence or counting) as each phase may require. The type of detection provided by the detection zone is to be determined by the active status of the zone's governing phase.

3.2 Optimal Detection

The video detection system shall reliably detect vehicle presence when the image sensor is mounted 30 feet (10 m) or higher above the roadway, when the image sensor is adjacent to the desired coverage area, and when the length of the detection area or field of view (FOV) is not greater than ten (10) times the mounting height of the image sensor. The image sensor shall not be required to be mounted directly over the roadway, however, extension poles shall be include in the cost when the mounting location requires the proper height adjustment for sight and lane coverage. A single image sensor, placed at the proper mounting height with the proper lens, shall be able to monitor six (6) to eight (8) traffic lanes simultaneously.

3.3 <u>Detection Performance</u>

Overall performance of the video detection system shall be comparable to inductive loops. Using standard image sensor optics and in the absence of occlusion, the system shall be able to detect vehicle presence with 98% accuracy under normal conditions, (days & night) and 96% accuracy under adverse conditions (fog, rain, snow). The ACU shall output a constant call for each enabled detector output channel if a loss of video signal occurs in any camera.

The ACU shall be capable of processing a minimum of twenty detector zones placed anywhere in the field of view of the camera.

4.0 ACU Hardware

4.1 ACU Mounting

The ACU shall be shelf or rack mountable. Nominal outside dimensions excluding connectors shall not exceed 7.25" x 19" x 10.5" (H x W x D).

4.2 ACU Environmental

The ACU shall be designed to operate reliably in the adverse environment found in the typical roadside traffic cabinet. It shall meet the environmental requirements set forth by the NEMA (National Electrical Manufacturers Association) TS1 and TS2 standards as well as the environmental requirements for Type 170 and Type 179 controllers. The minimum operating temperature range shall be from -35 to +74 degrees C at 0% to 95% relative humidity, noncondensing.

5.0 ACU Electrical

- 5.1 The ACU shall be modular in design and provide processing capability equivalent to the Intel Pentium microprocessor. The bus connections used to interconnect the modules of the ACU shall be gold-plated DIN connectors.
- 5.2 The ACU shall be powered by 89 135 VAC, 60 Hz, single phase, and draw 0.25 amps, or by 190 270 VAC, 50 Hz, single phase, and draw 0.12 amps. If a rack mountable ACU is supplied, it shall be capable of operating from 10 to 28 VDC. The power supply shall automatically adapt to the input power level. Surge ratings shall be as set forth in the NEMA TS1 and TS2 specifications.
- 5.3 Serial communications to a remote computer equipped with remote monitoring software shall be through an RS-232 serial port. A 9-pin "D" subminiature connector on the front of the ACU shall be used for serial communications.
- 5.4 The ACU shall be equipped with a NEMA TS2 RS-485 SDLC interface for communicating input and output information. Front panel LEDs shall provide status information when communications are open.

- 5.5 The ACU and/or camera hookup panel shall be equipped with four RS-170 (B&W)/NTSC (color) composite video inputs for coaxial camera connections so that signals from four image sensors can be processed in real-time.
- 5.6 The ACU shall be equipped with a port to provide communications to a computer running the remote access software.
- 5.7 The ACU and/or camera hookup panels used for a rack mountable ACU shall be equipped with a video output port.
- 5.8 The ACU shall be equipped with viewable front panel detection LED indications.

6.0 Camera

- 6.1 The video detection system shall use medium resolution, color, image sensors as the video source for real-time vehicle detection. As a minimum, each image sensor shall provide the following capabilities:
- a. Images shall be produced with a CCD sensing element with horizontal resolution of at least 500 lines and vertical resolution of at least 350 lines.
- b. Useable video and resolvable features in the video image shall be produced when those features have luminance levels as low as 0.1 lux at night.
- c. Useable video and resolvable features in the video image shall be produced when those features have luminance levels as high as 10,000 lux during the day.
- d. Automatic gain, automatic iris, and absolute black reference controls shall be furnished.
- e. An optical filter and appropriate electronic circuitry shall be included in the image sensor to suppress "blooming" effects at night.
- 6.2 The image sensor shall be equipped with an integrated zoom lens with zoom and focus capabilities that can be changed using either configuration computer software or hand-held controller. The machine vision processor (MVP) may be enclosed within the camera.
- 6.3 The image sensor and lens assembly shall be housed in an environmental enclosure that provides the following capabilities:
- a. The enclosure shall be waterproof and dust-tight to NEMA-4 specifications.
- b. The enclosure shall allow the image sensor to operate satisfactorily over an ambient temperature range from -34C to +74C while exposed to precipitation as well as direct sunlight.
- c. The enclosure shall allow the image sensor horizon to be rotated in the field during installation.

- d. The enclosure shall include a provision at the rear of the enclosure for connection of power and video signal cables fabricated at the factory. Input power to the environmental enclosure shall be either 115 VAC 60 Hertz or 24 VAC/DC 60 Hertz.
- e. A heater shall be at the front of the enclosure to prevent the formation of ice and condensation in cold weather, as well as to assure proper operation of the lens' iris mechanism. The heater shall not interfere with the operation of the image sensor electronics, and it shall not cause interference with the video signal.
- f. The enclosure shall be light-colored and shall include a sun shield to minimize solar heating. The front edge of the sunshield shall protrude beyond the front edge of the environmental enclosure and shall include provision to divert water flow to the sides of the sunshield. The amount of overhang of the sun shield shall be adjustable to prevent direct sunlight from entering the lens or hitting the faceplate.
- g. The total weight of the image sensor in the environmental enclosure with sunshield shall be less than 6 pounds.
- h. When operating in the environmental enclosure with power and video signal cables connected, the image sensor shall meet FCC class B requirements for electromagnetic interference emissions.
- 6.4 The video output of the image sensor shall be isolated from earth ground. All video connections from the image sensor to the video interface panel shall also be isolated from earth ground.
- 6.5 The video output, communication, and power to the image sensor shall include transient protection to prevent damage to the sensor due to transient voltages occurring on the cable leading from the image sensor to other field locations.
- 6.6 A stainless steel junction box shall be available as an option with each image sensor for installation on the structure used for image sensor mounting. The junction box shall contain a terminal block for terminating power to the image sensor and connection points for coaxial cables from the image sensor and from the ACU.
- 6.7 A video interface panel shall be included for installation inside of the traffic cabinet. The panel shall provide coaxial cable / twisted pair connection points and an Edco RMCXI-06 or approved equal transient suppressor for each image sensor. The shield side of the coaxial cable connection at the transient suppressor shall be connected to earth ground via the transient suppressor.

If the coaxial cable / twisted pair used to connect the video signal from the image sensor to the ACU are to be routed through a conduit containing unbundled AC power cables, a video isolation amplifier shall be installed in addition to the video interface panel if interference is present. There will be no additional compensation for providing the video isolation amplifier if necessitated by the presence of video interference. The isolation amplifier shall buffer the video signal and provide transient suppression. The isolation amplifier shall have a minimum common mode rejection ratio at 60 Hz of 100 dB.

6.8 The image sensor shall be connected to the ACU such that the video signal originating from the image sensor is not attenuated more than 3 dB when measured at the ACU. When the connection between the image sensor and the ACU is coaxial cable, the coaxial cable used shall be a low loss 75 ohm precision video cable suited for outdoor installation, such as Belden 8281, West Penn P806, or approved equal.

7.0 Software

- 7.1 The system shall include the remote access software that is used to setup and configure the video detection system. The software shall be of the latest revision.
- 7.2 All necessary cable, adapters, and other equipment shall be included with the system.

8.0 Installation and Training

- 8.1 The supplier of the video detection system shall supervise the installation and testing of the video and video vehicle detection equipment. A factory certified representative from the supplier shall be on-site during installation.
- 8.2 Training shall be available upon request.
- 9.0 Warranty, Maintenance, and Support
- 9.1 The video detection system shall be warranted by its supplier for a minimum of two (2) years from date of turn-on. This warranty shall cover all material defects and shall also provide all parts and labor as well as unlimited technical support.
- 9.2 Ongoing software support by the supplier shall include updates of the ACU and supervisor software. These updates shall be provided free of charge during the warranty period.
- 9.3 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be made available to the contracting agency in the form of a separate agreement for continuing support.

<u>Basis of Payment:</u> The above work will be paid for at the contract unit price EACH for VIDEO VEHICLE DETECTION which price will be payment in full for all labor, equipment, and materials required to supply, install, configure, and test the video vehicle detection system described above, complete.

WATER VALVES TO BE ADJUSTED

This work includes all labor, equipment, and materials required to adjust any water valves to the proposed finished grade at locations shown in the plans.

This work shall be in accordance with the applicable sections of the Standard Specifications and the Standard Specification for Water and Sewer Main Construction in Illinois, Fifth Edition and shall include any necessary excavating and backfilling to adjust the water valve to proper grade.

This work shall be measured and paid for at the contract unit price per EACH for WATER VALVES TO BE ADJUSTED.

BUILDING REMOVAL-CASE I (NON-FRIABLE AND FRIABLE ASBESTOS) (BDE)

Effective: September 1, 1990 Revised: April 1, 2010

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

Bldg. No.	Parcel No.	<u>Location</u>	<u>Description</u>
1	2230022	966+25 LT	1 story 62'x24' wood frame
		520 N. Blackhawk Blvd	full basement

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

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

PROPERTY ACQUIRED FOR HIGHWAY CONSTRUCTION TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

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

All friable asbestos shall be removed from the building(s) prior to demolition. The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)", "Removal and Disposal of Friable Asbestos Building No. 1", and "Removal and Disposal of Non-Friable Asbestos Building No. 1" contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all asbestos, friable and non-friable, is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Three separate contract unit price items have been established for the removal of each building. They are:

- 1. BUILDING REMOVAL NO. 1
- REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1
- 3. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of friable and non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provisions for "Removal and Disposal of Friable Asbestos, Building No.1" and "Removal and Disposal of Non-Friable Asbestos, Building No. 1", and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages <u>65-67</u>. Also refer to the Materials Description Table on page <u>61</u> for a brief description and location of the various materials. Also included is a Materials Quantities Table on page <u>62</u>. This table states whether the ACM is friable or non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of friable asbestos, and non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page <u>68</u>, to the Engineer for the disposal of all ACM wastes.

Permits: The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of these permits shall be sent to the district office and the Engineer.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

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

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

Submittals:

- A. All submittals and notices shall be made to the Engineer, except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 - 1. Submittals required under Asbestos Abatement Experience.
 - 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in <u>Worker</u> Protection Procedures.
 - 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 - 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.

- 5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
- 6. Submit a list of penalties, including liquidated damages, incurred through noncompliance with asbestos abatement project specifications.
- 7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
- 8. Submit proof of written notification and compliance with Paragraph "Notifications".
- C. Submittals that shall be made upon completion of abatement work:
 - 1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
 - 2. Submit daily copies of work site entry logbooks with information on worker and visitor access:
 - 3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and
 - 4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

A. Company Experience: Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.

B. Personnel Experience:

- 1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
- 2. For workers involved in the removal of friable and non-friable asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring: All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Engineer at any time during the project.
- B. Contained Work Areas for Removal of Friable Asbestos: Area samples shall be collected for the department within the work area daily. A minimum of one sample shall be taken outside of the abatement area removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.

- C. Interior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all non-friable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- D. Exterior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all non-friable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos. The Contractor shall conduct down wind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

E. Air Monitoring Professional

- 1. All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 "Sampling and Evaluating Airborne Asbestos Dust".
- 2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1: This work consists of the removal and disposal of all friable asbestos from the building(s) prior to demolition. The work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)" and as outlined herein.

This work will be paid for at the contract unit price per lump sum for REMOVAL AND DISPOSAL OF FRIABLE ASBESTOS, BUILDING NO. 1, as shown, which price shall include furnishing all labor, materials, equipment and services required to remove and dispose of the friable asbestos.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

- 1. Continuously wet all non-friable ACM and other building debris with water during demolition.
- 2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per LUMP SUM for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 1, as shown.

The cost for this work shall be determined as follows:

Option #1 - Actual cost of removal and disposal of non-friable asbestos.

Option #2 - The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all asbestos, friable and non-friable is removed first, shall be represented by the pay item "BUILDING REMOVAL NO. 1".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 1 be deleted.

SECTION 1 1.1 Survey Summary Sheet

SITE INFORMATION:

Route: FA 505 Address: 520 Blackhawk Blvd. County: IDOT Job No: Winnebago R-92-023-00 Address: City, State Zip Rockton, Illinois 61072 Section: (76, 77)RS-4 Property Type: Commercial Property Parcel No: 2230022 Construction Date: Circa 1960 Building Size (sqft): IDOT Work Order No: 601 Approx. 1,250 SF

A	sbestos Containing I	Materials
Survey Date By Whom:	May 10, 2016 PSI, Inc. Ciaran McGowan 100-18958	Firm Inspector IDPH License No.
Results		
Number of M	aterial Types Sampled:	18
Number of Sa	amples Collected:	<u>56</u>
Number of Materials Testing Positive:		<u>6</u>
Was Friable ACM Found?		Yes
Were Roofing Materials Sampled?		<u>Yes</u>
Are There Unique State or Local Requirements?		Yes
Laboratory U	Jtilized:	
Name: Address:	PSI, Inc. 850 Poplar Street Pittsburgh, PA 15220	

SECTION 1 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 2230022 Commercial Property 520 Blackhawk Blvd. Rockton, Illinois 61072

The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

MTL#	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND.2	% ACM ³	#SAMPLES	QUANTITY (ENG/MET)
01	12" x 12" blue vinyl floor tile/mastic	Main floor, east, top layer	NF	Good	Tile ND Mastic ND	3	560 SF 52.0 SM
02	12" x 12' beige vinyl floor tile/mastic	Main floor west top layer	NF	Good	Tile 5% Mastic ND	3	400 SF 37.2 SM
03	Black and white terrazzo	Man floor, east and west bottom layer	NF	Good	ND	3	550 SF 51.1 SM
04	12" x 12" beige vinyl floor tile/mastic	Main floor, east second layer	NF	Good	Tile 5% Mastic ND	3	560 SF 52.0 SM
05	12" x 12" green vinyl floor tile/mastic	Main floor, west at front entrance	NF	Good	ND/ND	3	12 SF 1.12 SM
06	Brown carpet mastic	Main floor, east south side	NF	Good	ND	3	300 SF 27.9 SM
07	2' x 4' white pitted ceiling tile	First floor	F	Good	ND	3	1,000 SF 92.9 SM
80	White duct insulation	Basement, west side	F	Poor	50%	3	10 SF 0.9 SM
09	12" x 12" brown pattern vinyl floor tile/mastic	Office	NF	Poor	Tile 5% Mastic ND	3	120 SF 11.1 SM
10	1' x 1' splined ceiling tile	Main floor, east	F	Fair	ND	3	300 SF 27.9 SM
11	Plaster	Exterior walls and ceilings	NF	Fair	ND	5	2,500 SF 232.3 SM
12	Drywall/joint compound	Office, closet hallway and interior walls	NF	Fair	ND/ND	3	700 SF 65.0 SM
13	Multi-layer flooring	Closet	NF	Poor	ND/ND	3	10 SF 0.9 SM
14	Transite siding	Exterior walls	NF	Good	20%	3	1,800 SF 167.2 SM
15	Black felt paper	Below transite siding, exterior walls	NF	Good	ND	3	1,800 SF 167.2 SM
16	Black tar	Roof at penetrations	NF	Good	5%	3	6 LF 1.8 IM
17	Gray shingles	Roof	NF	Good	ND	3	1,300 SF 120.8 SM
18	Black felt paper	Below roof shingles	NF	Good	ND	3	1,300 SF 120.8 SM
TOTAL	QUANTITY OF ACM						2,890 SF 6 LF
ESTIMA	TED ABATEMENT COST						\$17,907.00

F = Friable; NF = Nonfriable

Friability is further defined in section 4. Either good, fair or poor.

Illinois Department of Transportation Work Order No. 601

PSI Project No. 00471712

Page 2

Cond. = Condition Of Materials ND = None Detected

Point Count Analysis



North Face



South Face

Rockton, Illinois	PSI Project No.	00471712
Winnebago, County	Work Order No.	601
520 Black Hawk Blvd.	Parcel No.	2230022

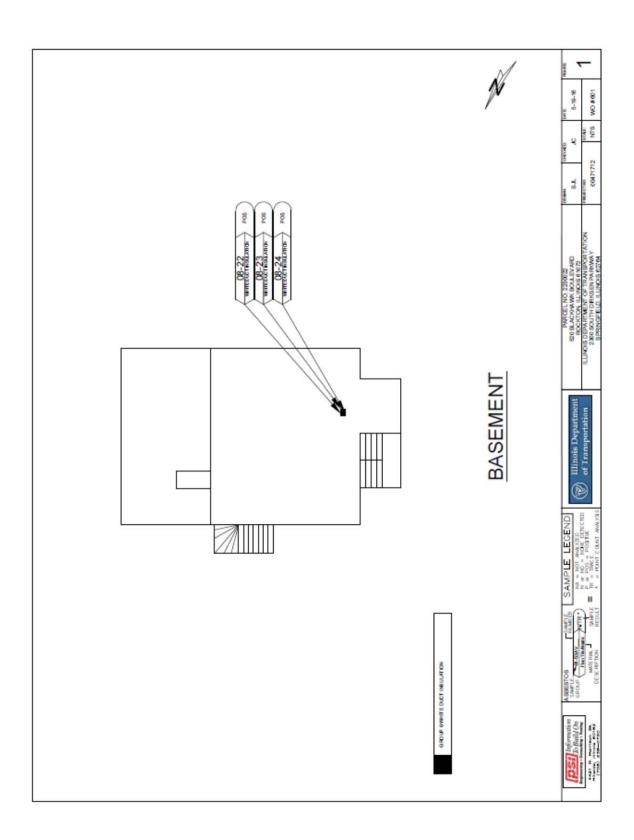


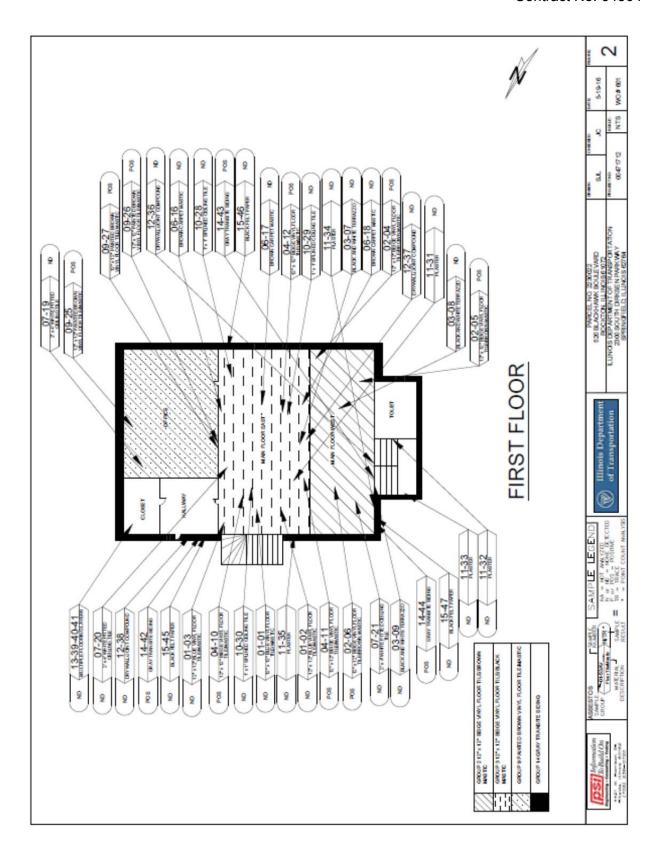
East Face

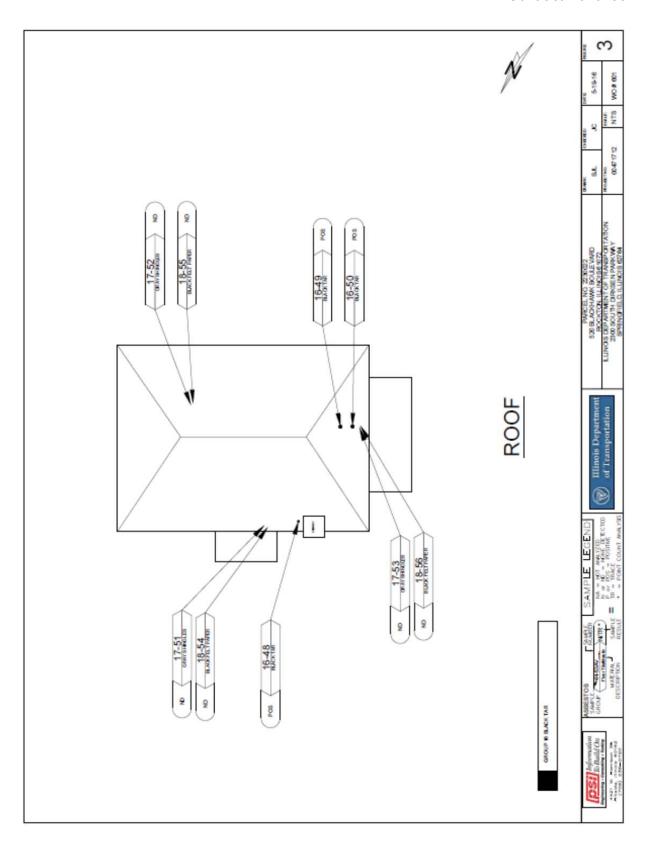


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520 Black Hawk Blvd.	Parcel No.	2230022
Winnebago, County	Work Order No.	601
Rockton, Illinois	PSI Project No.	00471712







APPENDIX D

SHIPPING MANIFEST Generator

Work Site Name and Mailing Address	Owner	Owner's Name		Owner's		
				Telephone No.		
Operator's Name and Address			Operator's.			
			Teleph		Ю	
Waste Disposal Site (WDS) Name			W	DS		
Mailing Address, and Physical			Teleph	one N	lo.	
Site Location			***			
Name and Address of Responsible Agence	СУ					
Description of Materials						
6. Containers	No.	Туре				
7. Total Quantity	M ³	(Yd ³)				
Special Handling Instructions and Additio	nal Inform	ation				
9. OPERATOR'S CERTIFICATION: I hereb	y declare	that the conte	nts of the	is		
consignment are fully and accurately des	cribed abo	ve by proper :	shipping			
name and are classified, packed, marked						
in proper condition for transport by highwa	ay accordi	ng to applicab	le intern	ationa	al	
and government regulations.						
Printed/Typed Name & Title Signature M				Day	Year	
	ansporter					
10. Transporter 1 (Acknowledgement of Red			1			
Printed/Typed Name & Title	Sign	nature	Month	Day	Year	
Address and Telephone No.						
11. Transporter 2 (Acknowledgement of Receipt of Materials)						
Printed/Typed Name & Title		nature	Month	Day	Year	
Timeda Typed Hame a Title	Olgi	idiaio	montai	Day	1 oui	
Address and Telephone No.						
	sposal Site)				
12. Discrepancy Indication Space						
13. Waste Disposal Site Owner or Operator:	13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos					
		s Covered By		nitest		
		As Noted in Ite				
Printed/Typed Name & Title	Sign	nature	Month	Day	Year	

APPENDIX D

INSTRUCTIONS

Waste Generator Section (Items 1-9)

- Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
- If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
- Enter the name, address, and physical site location of the waste disposal site (WDS) that will be receiving the asbestos materials. In the appropriate spaces, also enter the phone number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's property.
- Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
- Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
 - Friable asbestos material
 - Nonfriable asbestos material.
- 6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
 - DM Metal drums, barrels
 - DP Plastic drums, barrels
 - BA 6 mil plastic bags or wrapping
- Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
- Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here. Emergency response telephone numbers or similar information may be included here.
- The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

APPENDIX D

INSTRUCTIONS

Transporter Section (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

Disposal Site Section (Items 12 & 13)

- 12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this mainfest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material is considered a WDS.
- 13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

BUILDING REMOVAL-CASE II (NON-FRIABLE ASBESTOS) (BDE)

Effective: September 1, 1990 Revised: April 1, 2010

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

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

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

PROPERTY ACQUIRED FOR HIGHWAY CONSTRUCTION TO BE DEMOLISHED BY THE

VANDALS WILL BE PROSECUTED

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

The Contractor has the option of removing the non-friable asbestos prior to demolition or demolishing the building with the non-friable asbestos in place. Refer to the Special Provisions titled "Asbestos Abatement (General Conditions)" and "Removal and Disposal of Non-Friable Asbestos Building No. 2" contained herein.

Basis of Payment: This work will be paid for at the contract lump sum unit price for BUILDING REMOVAL, numbers as listed above, which price shall be payment in full for complete removal of the buildings and structures, including any necessary backfilling material as specified herein. The lump sum unit price(s) for this work shall represent the cost of demolition and disposal assuming all asbestos, friable and non-friable, is removed prior to demolition. Any salvage value shall be reflected in the contract unit price for this item.

EXPLANATION OF BIDDING TERMS: Two separate contract unit price items have been established for the removal of each building. They are:

- 1. BUILDING REMOVAL NO. 2
- 2. REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2

The Contractor shall have two options available for the removal and disposal of the non-friable asbestos.

The pay item for removal and disposal of non-friable asbestos will not be deleted regardless of the option chosen by the Contractor.

ASBESTOS ABATEMENT (GENERAL CONDITIONS): This work consists of the removal and disposal of friable and non-friable asbestos from the building(s) to be demolished. All work shall be done according to the requirements of the U.S. Environmental Protection Agency (USEPA), the Illinois Environmental Protection Agency (IEPA), the Occupational Safety and Health Administration (OSHA), the Special Provisions for and "Removal and Disposal of Non-Friable Asbestos, Building No. 2", and as outlined herein.

Sketches indicating the location of Asbestos Containing Material (ACM) are included in the proposal on pages 81-82. Also refer to the Materials Description Table on page 77 for a brief description and location of the various materials. Also included is a Materials Quantities Table on page 78. This table states whether the ACM is friable or non-friable and gives the approximate quantity. The quantities are given only for information and it shall be the Contractor's responsibility to determine the exact quantities prior to submitting his/her bid.

The work involved in the removal and disposal of non-friable asbestos if done prior to demolition, shall be performed by a Contractor or Sub-Contractor prequalified with the Illinois Capital Development Board.

The Contractor shall provide a shipping manifest, similar to the one shown on page <u>83</u>, to the Engineer for the disposal of all ACM wastes.

Permits: The Contractor shall apply for permit(s) in compliance with applicable regulations of the Illinois Environmental Protection Agency. Any and all other permits required by other federal, state, or local agencies for carrying on the work shall be the responsibility of the Contractor. Copies of these permits shall be sent to the district office and the Engineer.

Notifications: The "Demolition/Renovation Notice" form, which can be obtained from the IEPA office, shall be completed and submitted to the address listed below at least ten days prior to commencement of any asbestos removal or demolition activity. Separate notices shall be sent for the asbestos removal work and the building demolition if they are done as separate operations.

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

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

Submittals:

- A. All submittals and notices shall be made to the Engineer, except where otherwise specified herein.
- B. Submittals that shall be made prior to start of work:
 - 1. Submittals required under <u>Asbestos Abatement Experience</u>.
 - 2. Submit documentation indicating that all employees have had medical examinations and instruction on the hazards of asbestos exposure, on use and fitting of respirators, on protective dress, on use of showers, on entry and exit from work areas, and on all aspects of work procedures and protective measures as specified in <u>Worker</u> <u>Protection Procedures</u>.
 - 3. Submit manufacturer's certification stating that vacuums, ventilation equipment, and other equipment required to contain airborne fibers conform to ANSI 29.2.
 - 4. Submit to the Engineer the brand name, manufacturer, and specification of all sealants or surfactants to be used. Testing under existing conditions will be required at the direction of the Engineer.
 - 5. Submit proof that all required permits, site locations, and arrangements for transport and disposal of asbestos-containing or asbestos-contaminated materials, supplies, and the like have been obtained (i.e., a letter of authorization to utilize designated landfill).
 - 6. Submit a list of penalties, including liquidated damages, incurred through noncompliance with asbestos abatement project specifications.

- 7. Submit a detailed plan of the procedures proposed for use in complying with the requirements of this specification. Include in the plan the location and layout of decontamination units, the sequencing of work, the respiratory protection plan to be used during this work, a site safety plan, a disposal plan including the location of an approved disposal site, and a detailed description of the methods to be used to control pollution. The plan shall be submitted to the Engineer prior to the start of work.
- 8. Submit proof of written notification and compliance with Paragraph "Notifications".
- C. Submittals that shall be made upon completion of abatement work:
 - 1. Submit copies of all waste chain-of-custodies, trip tickets, and disposal receipts for all asbestos waste materials removed from the work area;
 - 2. Submit daily copies of work site entry logbooks with information on worker and visitor access;
 - 3. Submit logs documenting filter changes on respirators, HEPA vacuums, negative pressure ventilation units, and other engineering controls; and
 - 4. Submit results of any bulk material analysis and air sampling data collected during the course of the abatement including results of any on-site testing by any federal, state, or local agency.

Certificate of Insurance:

- A. The Contractor shall document general liability insurance for personal injury, occupational disease and sickness or death, and property damage.
- B. The Contractor shall document current Workmen's Compensation Insurance coverage.
- C. The Contractor shall supply insurance certificates as specified by the Department.

Asbestos Abatement Experience:

A. Company Experience: Prior to starting work, the Contractor shall supply evidence that he/she has been prequalified with the Illinois Capital Development Board and that he/she has been included on the Illinois Department of Public Health's list of approved Contractors.

B. Personnel Experience:

- 1. For Superintendent, the Contractor shall supply:
 - a. Evidence of knowledge of applicable regulations in safety and environmental protection is required as well as training in asbestos abatement as evidenced by the successful completion of a training course in supervision of asbestos abatement as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to the Engineer prior to the start of work.
 - b. Documentation of experience with abatement work in a supervisory position as evidenced through supervising at least two asbestos abatement projects; provide names, contact, phone number, and locations of two projects in which the individual(s) has worked in a supervisory capacity.
- 2. For workers involved in the removal of friable and non-friable asbestos, the Contractor shall provide training as evidenced by the participation and successful completion of an accredited training course for asbestos abatement workers as specified in 40 CFR 763, Subpart E, Appendix C, EPA Model Contractor Accreditation Plan. A copy of the certificate of successful completion shall be provided to all employees who will be working on this project.

ABATEMENT AIR MONITORING: The Contractor shall comply with the following:

- A. Personal Monitoring: All personal monitoring shall be conducted per specifications listed in OSHA regulation, Title 29, Code of Federal Regulation 1926.58. All area sampling shall be conducted according to 40 CFR Part 763.90. All air monitoring equipment shall be calibrated and maintained in proper operating condition. Excursion limits shall be monitored daily. Personal monitoring is the responsibility of the Contractor. Additional personal samples may be required by the Engineer at any time during the project.
- B. Interior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all non-friable Transite and floor tile removal operations. The Engineer will also have the option to require additional personal samples and/or clearance samples during this type of work.
- C. Exterior Non-Friable Asbestos-Containing Materials: The Contractor shall perform personal air monitoring during removal of all non-friable cementitious panels, piping, roofing felts, and built up roofing materials that contain asbestos. The Contractor shall conduct downwind area sampling to monitor airborne fiber levels at a frequency of no less than three per day.

D. Air Monitoring Professional

- All air sampling shall be conducted by a qualified Air Sampling Professional supplied by the Contractor. The Air Sampling Professional shall submit documentation of successful completion of the National Institute for Occupational Safety and Health (NIOSH) course #582 - "Sampling and Evaluating Airborne Asbestos Dust".
- 2. Air sampling shall be conducted according to NIOSH Method 7400. The results of these tests shall be provided to the Engineer within 24 hours of the collection of air samples.

REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2: The Contractor has the option of removing and disposing of the non-friable asbestos prior to demolition of the building(s) or demolishing the building(s) with the non-friable asbestos in place.

Option #1 - If the Contractor chooses to remove all non-friable asbestos prior to demolition, the work shall be done according to the Special Provision titled "Asbestos Abatement (General Conditions)".

Option #2 - If the Contractor chooses to demolish the building(s) with the non-friable asbestos in place, the following provisions shall apply:

- 1. Continuously wet all non-friable ACM and other building debris with water during demolition.
- 2. Dispose of all demolition debris as asbestos containing material by placing it in lined, covered transport haulers and placing it in an approved landfill.

This work will be paid for at the contract unit price per LUMP SUM for REMOVAL AND DISPOSAL OF NON-FRIABLE ASBESTOS, BUILDING NO. 2, as shown.

The cost for this work shall be determined as follows:

- Option #1 Actual cost of removal and disposal of non-friable asbestos.
- Option #2 The difference in cost between removing and disposing of the building if all non-friable asbestos is left in place and removing and disposing of the building assuming all non-friable asbestos is removed prior to demolition.

The cost of removing and disposing of the building(s), assuming all non-friable asbestos is removed first, shall be represented by the pay item "BUILDING REMOVAL NO. 2".

Regardless of the option chosen by the Contractor, this pay item will not be deleted, nor will the pay item BUILDING REMOVAL NO. 2 be deleted.

SECTION 1 1.1 Survey Summary Sheet

SITE INFORMATION:

Route: FA 505 Address: 112 North Blackhawk Blvd. County: Winnebago Address: Rockton, Illinois 61072 Commercial Property IDOT Job No: R-92-023-00 City, State Zip Section: (76,77) RS-4 Property Type: Construction Date: Circa 1936 Parcel No: 2230039 IDOT Work Order No: 571 Building Size (sqft): 1,619 SF

A:	sbestos Containing I	Materials
Survey Date By Whom:	February 15, 2016 PSI, Inc. Raymond Porter 100-09688	Firm Inspector IDPH License No.
Results		
Number of Ma	iterial Types Sampled:	4
Number of Sa	mples Collected:	14
Number of Materials Testing Positive:		1
Was Friable ACM Found?		No
Were Roofing Materials Sampled?		Yes
Are There Uni Requirements	que State or Local ?	Yes
Laboratory U	tilized:	
Name: Address:	STAT Analysis Corporati 2242 W. Harrison Street Chicago, Illinois 60612	
Building Acc	ess Limitations:	
None		

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SECTION 1 1.2 Survey Summary & Results

ACM SURVEY RESULTS - Parcel No. 2230039

Commercial Property
112 North Blackhawk Blvd.

Rockton, Illinois 61072

The following homogeneous building material types were sampled as part of this survey and their results are summarized in the table below:

MTL#	MATERIAL DESCRIPTION	LOCATION	F/NF ¹	COND.2	% ACM ³	#SAMPLES	QUANTITY (ENG/MET)
01	Multi-layer roofing	Roof	NF	Good	ND/ND	3	1,764 SF 163.9 SM
02	Roof shingles	Top of hatch over hot water tank	NF	Good	ND	3	30 SF 2.8 SM
03	Vinyl sheet flooring	Restroom	NF	Good	ND	3	25 SF 23.7 SM
04	Drywall/joint compound	Throughout	NF	Good	Drywall ND Joint Compound 1-5%	5	2,457 SF 228.8 SM
TOTAL	QUANTITY OF ACM	•				•	2,457 SF
ESTIMA	TED ABATEMENT COST						\$14,192.25

F = Friable; NF = Nonfriable

Friability is further defined in section 4.

Either good, fair or poor.

Point Count Analysis

Cond. = Condition Of Materials
 ND = None Detected



North Face



South Face

112 N. Blackhawk Blvd.	Parcel No.	2230039
Winnebago, County	Work Order No.	571
Rockton, Illinois	PSI Project No.	00471712

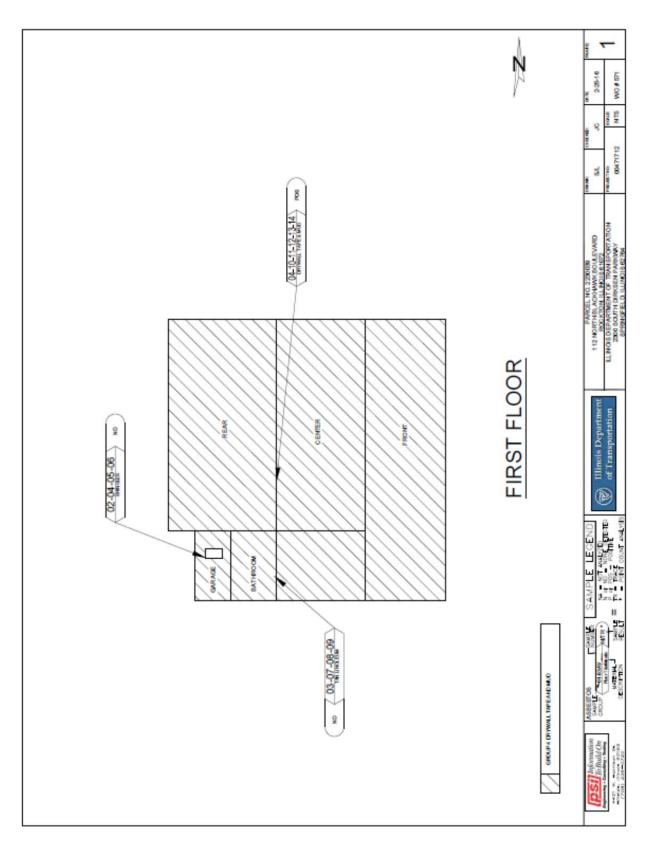


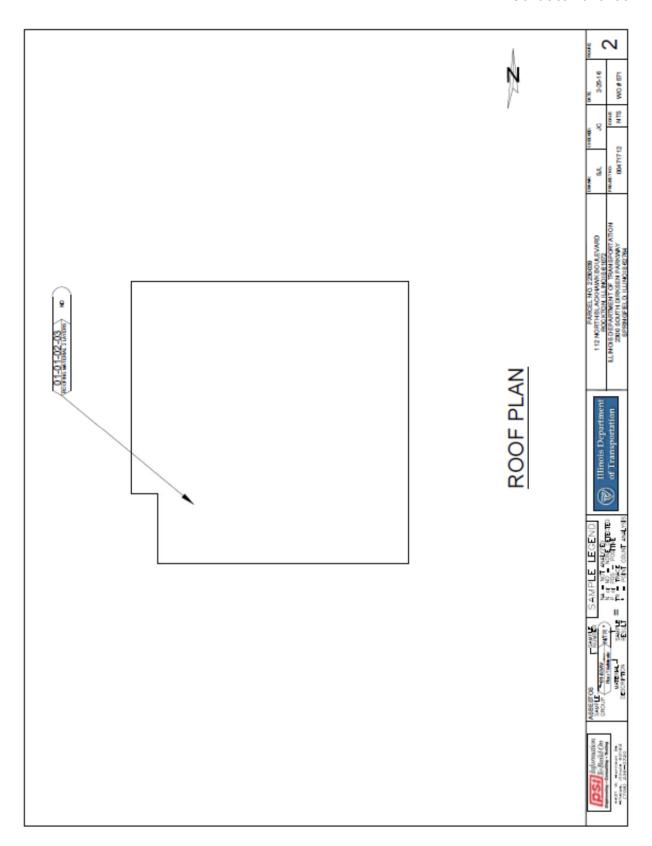




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	Par

112 North Blackhawk Blvd. Winnebago, County Rockton, Illinois Parcel No. Work Order No. PSI Project No. 2230039 571 00471712





APPENDIX D

SHIPPING MANIFEST Generator

Work Site Name and Mailing Address	Owner	s Name		ner's	
			Teleph		
Operator's Name and Address				ator's.	
			Teleph		Ю
Waste Disposal Site (WDS) Name			W	DS	
Mailing Address, and Physical			Teleph	one N	lo.
Site Location			***		
Name and Address of Responsible Agence	СУ				
Description of Materials					
6. Containers	No.	Туре			
7. Total Quantity	M ³	(Yd ³)			
Special Handling Instructions and Additio	nal Inform	ation			
9. OPERATOR'S CERTIFICATION: I hereb	y declare	that the conte	nts of the	is	
consignment are fully and accurately des	cribed abo	ve by proper :	shipping		
name and are classified, packed, marked					
in proper condition for transport by highwa	ay accordi	ng to applicab	le intern	ationa	al
and government regulations.					
Printed/Typed Name & Title Signature Month Day Y				Year	
	ansporter				
10. Transporter 1 (Acknowledgement of Red			1		
Printed/Typed Name & Title	Sign	nature	Month	Day	Year
Address and Telephone No.					
11. Transporter 2 (Acknowledgement of Red	ceipt of Ma	aterials)	L		
Printed/Typed Name & Title		nature	Month	Day	Year
Timeda Typed Hame a Tide	Olgi	idiaio	montai	Day	1 oui
Address and Telephone No.					
Disposal Site					
12. Discrepancy Indication Space					
13. Waste Disposal Site Owner or Operator: Certification of Receipt of Asbestos					
Materials Covered By This Manifest					
Except As Noted in Item 12					
Printed/Typed Name & Title	Sign	nature	Month	Day	Year

APPENDIX D

INSTRUCTIONS

Waste Generator Section (Items 1-9)

- Enter the name of the facility at which asbestos waste is generated and the address where the facility is located. In the appropriate spaces, also enter the name of the owner of the facility and the owner's phone number.
- If a demolition or renovation, enter the name and address of the Company and authorized agent responsible for performing the asbestos removal. In the appropriate spaces, also enter the phone number of the operator.
- Enter the name, address, and physical site location of the waste disposal site (WDS) that
 will be receiving the asbestos materials. In the appropriate spaces, also enter the phone
 number of the WDS. Enter "on-site" if the waste will be disposed of on the generator's
 property.
- Provide the name and address of the local, State, or EPA Regional Office responsible for administering the asbestos NESHAP program.
- Indicate the types of asbestos waste materials generated. If from a demolition or renovation, indicate the amount of asbestos that is
 - Friable asbestos material
 - Nonfriable asbestos material.
- 6. Enter the number of containers used to transport the asbestos materials listed in Item 5. Also enter one of the following container codes used in transporting each type of asbestos material (specify any other type of container used if not listed below):
 - DM Metal drums, barrels
 - DP Plastic drums, barrels
 - BA 6 mil plastic bags or wrapping
- Enter the quantities of each type of asbestos material removed in units of cubic meters (cubic yards).
- Use this space to indicate special transportation, treatment, storage or disposal or Bill of Lading information. If an alternate waste disposal site is designated, note it here.
 Emergency response telephone numbers or similar information may be included here.
- The authorized agent of the waste generator shall read and then sign and date this certification. The date is the date of receipt by transporter.

NOTE: The waste generator shall retain a copy of this form.

APPENDIX D

INSTRUCTIONS

Transporter Section (Items 10 & 11)

10. & 11. Enter name, address, and telephone number of each transporter used, if applicable. Print or type the full name and title of person accepting responsibility and acknowledging receipt of materials as listed on this waste shipment record for transport.

NOTE: The transporter shall retain a copy of this form.

Disposal Site Section (Items 12 & 13)

- 12. The authorized representative of the WDS shall note in this space any discrepancy between waste described on this mainfest and waste actually received as well as any improperly enclosed or contained waste. Any rejected materials should be listed and destination of those materials provided. A site that converts asbestos-containing waste material to nonasbestos material is considered a WDS.
- 13. The signature (by hand) of the authorized WDS agent indicates acceptance and agreement with statements on this manifest except as noted in Item 12. The date is the date of signature and receipt of shipment.

NOTE: The WDS shall retain a completed copy of this form. The WDS shall also send a completed copy to the operator listed in Item 2.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013 Revised: April 1, 2016

Revise the Second Paragraph of Article 503.06(b) to read as follows.

"When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows."

Revise Article 503.06(b)(1) to read as follows.

"(1) Bracket Placement. The spacing of brackets shall be per the manufacturer's published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder."

Revise Article 503.06(b)(2) to read as follows.

"(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer."

Revise Article 503.06(b)(3) to read as follows.

"(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder."

Delete the last paragraph of Article 503.06(b).

Revise the third paragraph of Article 503.16 to read as follows.

"Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V)x10^{-6} (English)$$

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4)x10^{-6} (Metric)$$

Where:

 $E = \text{Evaporation Rate. lb/ft}^2/\text{h (kg/sg m/h)}$

 T_c = Concrete Temperature, °F (°C)

 T_a = Air Temperature, °F (°C)

r = Relative Humidity in percent/100

V = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed."

Revise the third paragraph of Article 503.16(a)(1) to read as follows.

"At the Contractor's option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2)."

Delete the fifth paragraph of 503.16(a)(1).

Revise Article 503.16(a)(2) to read as follows.

"(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

Revise Article 1020.14(b) to read as follows.

- "(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.
 - (1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).
 - (2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article."

Revise Article 1103.13(a) to read as follows.

"(a) Bridge Deck and Approach Slabs. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started."

Revise Article 1103.17(k) to read as follows.

"(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted."

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012 Revised: April 1, 2016

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2, and 3)	1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).
- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.
- **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- **303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.

303.10 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"1004.07 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of subgrade material is required, gravel may be used below the first 12 in (300 mm) of subgrade.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01 or CS 02 as shown below or RR 01 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.		Sieve Size and Percent Passing			
Grau No.	8"	6"	4"	2"	#4
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.		Sieve Size and Percent Passing			
Grau No.	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10."

BUTT JOINTS (BDE) Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

"(c) Temporary Plastic Ramps. Temporary plastic ramps shall be made of high density polyethylene meeting the properties listed below. Temporary plastic ramps shall only be used on roadways with permanent posted speeds of 55 mph or less. The ramps shall have a minimum taper rate of 1:30 (V:H). The leading edge of the plastic ramp shall have a maximum thickness of 1/4 in. (6 mm) and the trailing edge shall match the height of the adjacent pavement ± 1/4 in. (± 6 mm).

The ramp will be accepted by certification. The Contractor shall furnish a certification from the manufacturer stating the temporary plastic ramp meets the following requirements.

Physical Property	Test Method	Requirement
Melt Index	ASTM D 1238	8.2 g/10 minutes
Density	ASTM D 1505	0.965 g/cc
Tensile Strength @ Break	ASTM D 638	2223 psi (15 MPa)
Tensile Strength @ Yield	ASTM D 638	4110 psi (28 MPa)
Elongation @ Yield ^{1/} , percent	ASTM D 638	7.3 min.
Durometer Hardness, Shore D	ASTM D 2240	65
Heat Deflection Temperature, 66 psi	ASTM D 648	176 °F (80 °C)
Low Temperature Brittleness, F ₅₀	ASTM D 746	<-105 °F (<-76 °C)

1/ Crosshead speed -2 in./minute

The temporary plastic ramps shall be installed according to the manufacturer's specifications and fastened with anchors meeting the manufacturer's recommendations. Temporary plastic ramps that fail to stay in place or create a traffic hazard shall be replaced immediately with temporary HMA ramps at the Contractor's expense."

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

Revise Article 1004.01(b) of the Standard Specifications to read:

"(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY					
QUALITY TEST		CLASS			
QUALITI ILUI	Α	В	С	D	
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}	
Los Angeles Abrasion, ITP 96 11/, % Loss max.	40 ^{3/}	40 4/	40 5/	45	
Minus No. 200 (75 μm) Sieve Material, ITP 11	1.0 6/		2.5 7/		
Deleterious Materials 10/					
Shale, % max.	1.0	2.0	4.0 8/		
Clay Lumps, % max.	0.25	0.5	0.5 8/		
Coal & Lignite, % max.	0.25				
Soft & Unsound Fragments, %	4.0	6.0	8.0 8/		
max.					
Other Deleterious, % max.	4.0 9/	2.0	2.0 8/		
Total Deleterious, % max.	5.0	6.0	10.0 8/		
Oil-Stained Aggregate ^{10/} , % max	5.0				

- 1/ Does not apply to crushed concrete.
- 2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.
- 3/ For portland cement concrete, the maximum percent loss shall be 45.
- 4/ Does not apply to crushed slag or crushed steel slag.
- 5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.
- 6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.
- 7/ Does not apply to aggregates for HMA binder mixtures.

- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete."

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013 Revised: April 1, 2016

<u>Description</u>. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001 or 542011. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3)	1004.05
(d) Structural Steel (Note 4)	1006.04
(e) Anchor Bolts and Rods (Note 5)	1006.09
(f) Reinforcement Bars	1006.10(a)
(g) Nonshrink Grout	1024.02
(h) Chemical Adhesive Resin System	1027
(i) Mastic Joint Sealer for Pipe	1055
(j) Hand Hole Plugs	1042.16

- Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).
- Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

- Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.
- Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.
- Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

When individual, precast end sections are placed side-by-side for a multi-pipe culvert installation, a 3 in. (75 mm) space shall be left between adjacent end section walls and the space(s) filled with Class SI concrete.

<u>Method of Measurement</u>. This work will be measured for payment as each, with each end of each culvert being one each.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001 or CONCRETE END SECTION, 542011, of the pipe diameter and slope specified.

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

For the concrete mix design requirements in Article 1020.05(a) of the Standard Specifications, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: July 2, 2016

<u>FEDERAL OBLIGATION</u>. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the 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.

<u>CONTRACTOR ASSURANCE</u>. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, 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 8.00% 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.

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

<u>BIDDING PROCEDURES</u>. 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 DBE 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 in accordance with subsection (a)(2) of Bidding Procedures herein.
 - (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 certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. 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.

- (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 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. 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.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE 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) <u>NO AMENDMENT</u>. 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) <u>CHANGES TO WORK</u>. 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) <u>SUBCONTRACT</u>. 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) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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 subcontractor 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. 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.

ENGINEER'S FIELD OFFICE (BDE)

Effective: April 1, 2016

Revise the fifth sentence of the first paragraph of Article 670.07 of the Standard Specifications to read:

"This price shall include all utility costs and shall reflect the salvage value of the building or buildings, equipment, and furniture which remain the property of the Contractor after release by the Engineer, except the Department will pay that portion of the monthly long distance, monthly local telephone, and online data usage that, when combined, exceed \$250."

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

<u>FEDERAL AID CONTRACTS</u>. 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."

<u>STATE CONTRACTS</u>. 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."

ERRATA FOR THE 2016 STANDARD SPECIFICATIONS (BDE)

Effective: April 1, 2016

- Page 84 Article 204.02. In the seventh line of the first paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 90 Article 205.06. In the first sentence of the third paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 91 Article 205.06. In the first sentence of the fourth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 91 Article 205.06. In the second line of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".

- Page 91 Article 205.06. In the sixth line of the eighth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 148 Article 302.09. In the second sentence of the fifth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 152 Article 310.09. In the second sentence of the second paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 99" to "Illinois Modified AASHTO T 99".
- Page 155 Article 311.05(a). In the first sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the second sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 155 Article 311.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 163 Article 351.05(a). In the second sentence of the fifth paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)", and in the third sentence change "AASHTO T 224" to "Illinois Modified AASHTO T 99 (Annex A1)".
- Page 163 Article 351.05(a). In the second line of the sixth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191".
- Page 169 Article 352.11. In the second sentence of the fourth paragraph change "AASHTO T 191" to "Illinois Modified AASHTO T 191", and in the third sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".
- Page 169 Article 352.12. In the first sentence of the first paragraph change "AASHTO T 22" to "Illinois Modified AASHTO T 22", and in the second sentence change "AASHTO T 134 (Method B)" to "Illinois Modified AASHTO T 134 (Method B)".

Page 196 Article 406.07(a). After the footnotes in Table 1 - Minimum Roller Requirements for HMA add the following:

"EQUIPMENT DEFINITION

- V_s Vibratory roller, static mode, minimum 125 lb/in. (2.2 kg/mm) of roller width. Maximum speed = 3 mph (5 km/h) or 264 ft/min (80 m/min). If the vibratory roller does not eliminate roller marks, its use shall be discontinued and a tandem roller, adequately ballasted to remove roller marks, shall be used.
- V_D Vibratory roller, dynamic mode, operated at a speed to produce not less than 10 impacts/ft (30 impacts/m).
- P Pneumatic-tired roller, max. speed 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min). The pneumatic-tired roller shall have a minimum tire pressure of 80 psi (550 kPa) and shall be equipped with heat retention shields. The self-propelled pneumatic-tired roller shall develop a compression of not less than 300 lb (53 N) nor more than 500 lb (88 N) per in. (mm) of width of the tire tread in contact with the HMA surface.
- T_B Tandem roller for breakdown rolling, 8 to 12 tons (7 to 11 metric tons), 250 to 400 lb/in. (44 to 70 N/mm) of roller width, max. speed = 3 1/2 mph (5.5 km/h) or 308 ft/min (92 m/min).
- T_F Tandem roller for final rolling, 200 to 400 lb/in. (35 to 70 N/mm) of roller width with minimum roller width of 50 in. (1.25 m). Ballast shall be increased if roller marks are not eliminated. Ballast shall be decreased if the mat shoves or distorts.
- 3W Three wheel roller, max. speed = 3 mph (5 km/h) or 264 ft/min (80 m/min), 300 to 400 lb/in. (53 to 70 N/mm) of roller width. The three-wheel roller shall weigh 10 to 12 tons (9 to 11 metric tons)."
- Page 331 Article 505.04(p). Under Range of Clearance in the first table change "in. x 10^{-6} " to "in. x 10^{-3} ".
- Page 444 Article 542.03. In the Notes in Table IIIB add "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".
- Page 445 Article 542.03. In the fourth column in Table IIIB (metric) change the heading for Type 5 pipe from "CPE" to "CPP".
- Page 445 Article 542.03. In the Notes in Table IIIB (metric) change "PE Polyethylene (PE) pipe with a smooth interior" to "CPP Corrugated Polypropylene (CPP) pipe with smooth interior".

- Page 449 Article 542.04(f)(2). In the third line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 544 Article 639.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 546 Article 640.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 548 Article 641.03. In the first sentence of the first paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaire and Traffic Signals," to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals,"".
- Page 621 Article 727.03. In the first sentence of the third paragraph change "AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 629 Article 734.03(a). In the fourth line of the second paragraph change "AASHTO T 99 (Method C)" to "Illinois Modified AASHTO T 99 (Method C)".
- Page 649 Article 801.02. In the first sentence of the first paragraph change "AASHTO's Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals".
- Page 742 Article 1003.04(c). Under Gradation in the table change "(see Article 1003.02(c))" to "(see Article 1003.01(c))".
- Page 755 Article 1004.03(b). Revise the third sentence of the first paragraph to read "For Class A (seal or cover coat), and other binder courses, the coarse aggregate shall be Class C quality or better.".
- Page 809 Article 1020.04(e). In the third line of the first paragraph change "ITP SCC-3" to "ITP SCC-4".
- Page 945 Article 1069.05. In the first sentence of the tenth paragraph change ""Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".

- Page 961 Article 1070.04(b)(1). In the third sentence of the first paragraph change ""Standard Specifications of Structural Supports for Highway Signs, Luminaires and Traffic Signals" published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 989 Article 1077.01. In the second sentence of the first paragraph change "Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, as published by AASHTO" to "AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals"".
- Page 1121 Article 1103.13(a). In the first line of the first paragraph change "Bridge Deck Approach Slabs." to "Bridge Deck and Approach Slabs.".

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2016

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

Quality Control/Quality Assurance (QC/QA). Delete the second and third sentence of the third paragraph of Article 1030.05(d)(3) of the Standard Specifications.

Add the following paragraphs to the end of Article 1030.05(d)(3) of the Standard Specifications:

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

- a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.
- b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture	Parameter	Individual Test	Unconfined Edge Joint Density
Composition		(includes confined edges)	Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4% ^{1/}	91.0%
	Ŭ		
IL-9.5	Ndesign = 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0	Ndesign = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	Ndesign < 90	93.0 ^{2/} – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%"

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

Revise Article 1032.06(a) of the Standard Specifications to read:

"(a) Anionic Emulsified Asphalt. Anionic emulsified asphalts shall be according to AASHTO M 140. SS-1h emulsions used as a tack coat shall have the cement mixing test waived."

MAST ARM ASSEMBLY AND POLE (BDE)

Effective: July 1, 2016

Revise Article 1077.03(a)(1) of the Standard Specifications to read:

"(1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "LRFD Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2015 Edition. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "fillet welded, ring stiffened box connection" detail as shown in Figure C5.6.7-2. The mast arm and pole shall be designed assuming the ADT > 10,000, Risk Category Typical, and Fatigue Category I Natural Wind Gust only."

MECHANICAL SIDE TIE BAR INSERTER (BDE)

Effective: August 1, 2014 Revised: April 1, 2016

Add the following to Article 420.03 of the Standard Specifications:

"(k) Mechanical Side Tie Bar Inserters1103.18"

Revise Article 420.05(b) of the Standard Specifications to read:

- "(b) Longitudinal Construction Joint. The tie bars shall be installed using one of the following methods.
 - (1) Preformed or Drilled Holes. The tie bars shall be installed with a nonshrink grout or chemical adhesive providing a minimum pull-out strength as follows. The nonshrink grout and/or chemical adhesive shall be on the Department's qualified product list.

Bar Size	Minimum Pull-Out Strength
No. 6 (No. 19)	11,000 lb (49 kN)
No. 8 (No. 25)	19,750 lb (88 kN)

Holes shall be blown clean and dry prior to placing the grout or adhesive. If compressed air is used, the pneumatic tool lubricator shall be bypassed and a filter installed on the discharge valve to keep water and oil out of the lines. The installation shall be with methods and tools conforming to the grout or adhesive manufacturer's recommendations.

The Contractor shall load test five percent of the first 500 tie bars installed. No further installation will be allowed until the initial five percent testing has been completed and approval to continue installation has been given by the Engineer. Testing will be required for 0.5 percent of the bars installed after the initial 500. For each bar that fails to pass the minimum requirements, two more bars selected by the Engineer shall be tested. Each bar that fails to meet the minimum load requirement shall be reinstalled and retested. The equipment and method used for testing shall meet the requirements of ASTM E 488. All tests shall be performed within 72 hours of installation. The tie bars shall be installed and approved before concrete is placed in the adjacent lane."

(2) Inserted. The tie bars shall be installed with the use of a mechanical side tie bar inserter. The inserter shall insert the tie bars with vibration while still within the extrusion process, after the concrete has been struck off and consolidated without deformation of the slab. The inserter shall remain stationary relative to the pavement when inserting tie bars, while the formless paver continues to move in the direction of paving.

A void greater than 1/8 in. (3 mm) at any location around the tie bar shall require immediate adjustment of the paving operation. A void greater than 1/2 in.(13 mm) shall be repaired with a nonshrink grout or chemical adhesive after the concrete has hardened. If at the end of the day of paving more than 20 percent of the tie bars show a void larger than 1/8 in. (3 mm) at any point around the bar, the use of the side tie bar inserter shall be discontinued.

(3) Formed in Place. The tie bar shall be formed in place as shown on the plans.

The sealant reservoir shall be formed either by sawing after the concrete has set according to Article 420.05(a) or by hand tools when the concrete is in a plastic state."

Add the following to Section 1103 of the Standard Specifications:

"1103.18 Mechanical Side Bar Inserters. The mechanical side tie bar inserter shall be self-contained and supported on the formless paver with the ability to move independently from the formless paver. The insertion apparatus shall vibrate within a frequency of 2000 to 6000 vpm. A vibrating reed tachometer, hand type, shall be provided according to Article 1103.12."

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

"783.02 Equipment. Equipment shall be according to the following.

Note 1. Grinding equipment shall be approved by the Engineer."

Revise the first paragraph of Article 783.03 of the Standard Specifications to read:

"783.03 Removal of Conflicting Markings. Existing pavement markings that conflict with revised traffic patterns shall be removed. If darkness or inclement weather prohibits the removal operations, such operations shall be resumed the next morning or when weather permits. In the event of removal equipment failure, such equipment shall be repaired, replaced, or leased so removal operations can be resumed within 24 hours."

Revise the first and second sentences of the first paragraph of Article 783.03(a) of the Standard Specifications to read:

"The existing pavement markings shall be removed by the method specified and in a manner that does not materially damage the surface or texture of the pavement or surfacing. Small particles of tightly adhering existing markings may remain in place, if in the opinion of the Engineer, complete removal of the small particles will result in pavement surface damage."

Revise the first paragraph of Article 783.04 of the Standard Specifications to read:

"**783.04 Cleaning.** The roadway surface shall be cleaned of debris or any other deleterious material by the use of compressed air or water blast."

Revise the first paragraph of Article 783.06 of the Standard Specifications to read:

"783.06 Basis of Payment. This work will be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL, or at the contract unit price per square foot (square meter) for PAVEMENT MARKING REMOVAL – GRINDING and/or PAVEMENT MARKING REMOVAL – WATER BLASTING."

Delete Article 1101.13 from the Standard Specifications.

PEDESTRIAN PUSH-BUTTON (BDE)

Effective: April 1, 2016

Revise Article 888.03 of the Standard Specifications to read:

"888.03 Installation. The pedestrian push-button shall be located next to the curb ramp, sidewalk, or a paved clear space with a minimum size of 2.5 ft x 4.0 ft (760 mm x 1.22 m). The front face of the push-button should be even with the nearest edge of the curb ramp, sidewalk, or clear space but shall in no case be further away than 10 in. (250 mm). The height of the push-button should be 36 in. (900 mm) above the paved surface but shall in no case be less than 30 in. (760 mm) or more than 42 in. (1.05 m). The housing of the push-button shall be completely in contact with the post, pole, or extension arm on which it is mounted. The Contractor shall apply an anti-seize paste compound on all nuts and bolts prior to assembly. The methods of mounting both the pedestrian push-button and the sign shall be approved by the Engineer."

PORTABLE CHANGEABLE MESSAGE SIGNS (BDE)

Effective: November 1, 2016

Revise this second sentence of the first paragraph of Article 1106.02(i) of the Standard Specifications to read:

"The message panel shall be a minimum of 7 ft (2.1 m) above the edge of pavement in urban areas and a minimum of 5 ft (1.5 m) above the edge of pavement in rural areas, present a level appearance, and be capable of displaying up to eight characters in each of three lines at a time."

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."

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012 Revise: April 1, 2016

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 produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (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 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and 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. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) 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 fractionated prior to testing by screening into a minimum of two size 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 shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100 % of FRAP Shall Pass	
IL-19.0	1 1/2 in. (40 mm)	
IL-9.5	3/4 in. (20 mm)	
IL-4.75	1/2 in. (13 mm)	

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogeneous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) 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 prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

(b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be 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. RAP/FRAP and RAS testing shall be according to the following.

- (a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during or after stockpiling.
 - (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) 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.

Each sample shall be split to obtain two equal 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 or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling 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 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a \leq 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled 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.

Before testing, each sample shall be split to obtain two test samples. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall perform a washed extraction and test for unacceptable materials on 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.

If the sampling and testing was performed at the shingle processing facility in accordance with the QC Plan, the Contractor shall obtain and make available all of the test results from start of the initial stockpile.

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

(a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation, and when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/ Conglomerate	
1 in. (25 mm)		
1/2 in. (12.5 mm)	± 8 %	
No. 4 (4.75 mm)	± 6 %	
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		
No. 30 (600 µm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	
Asphalt Binder	\pm 0.4 % $^{1/}$	
G _{mm}	± 0.03	

1/ The tolerance for FRAP shall be \pm 0.3 %.

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

(b) Evaluation of RAS and RAS Blended with Manufactured Sand 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. Individual test results, when compared to the averages, 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)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, or if the percent unacceptable material exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS or RAS blend shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for homogeneous and conglomerate 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 Class I binder, Superpave/HMA (High ESAL) binder, or (Low ESAL) IL-19.0L binder mixtures are designated as containing Class C 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. Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 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 laboratory prequalified by the Department for the specified testing. The consultant laboratory 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 Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications.

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

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
 - (1) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
 - (2) Steel Slag Stockpiles. Homogeneous RAP stockpiles containing steel slag will be approved for use in all HMA (High ESAL and Low ESAL) Surface and Binder Mixture applications.
 - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP from Conglomerate stockpiles shall be considered equivalent to limestone for frictional considerations. Known frictional contributions from plus #4 (4.75 mm) homogeneous RAP and FRAP stockpiles will be accounted for in meeting frictional requirements in the specified mixture.
 - (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.
 - (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, or conglomerate.
 - (6) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in Article 1031.06(c)(1) below for a given Ndesign.

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0 percent by weight of the total mix.
 - (1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the Max RAP/RAS ABR table listed below for the given Ndesign.

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures	RAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given Ndesign.

HMA Mixtures	FRAP/RAS Maximum ABR %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/, 4/
30	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10

- 1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28). If warm mix asphalt (WMA) technology is utilized and production temperatures do not exceed 275 °F (135 °C), the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 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) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP and/or RAS stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP and/or RAS stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP and/or RAS stockpiles may be used in the original mix 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 RAP/FRAP and/or RAS shall be as follows.

(a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the nominal maximum size requirement for the HMA mixture being produced.

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

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

- (b) 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.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/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 RAP/FRAP/RAS 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 RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
- h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(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).
- e. RAP/FRAP/RAS weight to the nearest pound (kilogram).
- f. Virgin asphalt binder weight to the nearest pound (kilogram).
- g. Residual asphalt binder in the RAP/FRAP/RAS 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 Wedge Shoulders, Type B. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders, Type B 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 shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

STEEL SLAG IN TRENCH BACKFILL (BDE)

Effective: January 1, 2016

Revise the second sentence of Article 1003.01(a)(8) of the Standard Specifications to read:

"Crushed steel slag shall be the nonmetallic product which is developed in a molten condition simultaneously with steel in an open hearth, basic oxygen, or electric arc furnace."

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

"(a) Description. The fine aggregate shall consist of sand, stone sand, chats, wet bottom boiler slag, slag sand, or granulated slag sand. Crushed concrete sand, construction and demolition debris sand, and steel slag sand produced from an electric arc furnace may be used in lieu of the above for trench backfill."

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: April 1, 2016

<u>Description</u>. 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.

- "(11) 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.

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.

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

Effective: November 2, 2006 Revised: July 1, 2015

<u>Description</u>. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

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

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

Where: CA = Cost Adjustment, \$.

BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).

BPI_L = Bituminous Price Index, as published by the Department 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, \$/ton (\$/metric ton).

 $^{\circ}$ AC $_{\vee}$ = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the $^{\circ}$ AC $_{\vee}$ will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC $_{\vee}$ and undiluted emulsified asphalt will be considered to be 65% AC $_{\vee}$.

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

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 1) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_{V}

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

Where: A = Area of the HMA mixture, sq yd (sq m).

D = Depth of the HMA mixture, in. (mm).

 G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.

V = Volume of the bituminous material, gal (L).

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

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

Percent Difference = $\{(BPI_1 - BPI_P) \div BPI_1\} \times 100$

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.:		_	
Company Name:			
Contractor's Option:			
Is your company opting to includ	le this spe	cial provision as part of the contract?	
Yes	No		
Signature:		Date:	

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 1, 2009 Revised: July 1, 2015

<u>Description</u>. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel 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 fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

<u>General</u>. The fuel cost adjustment shall apply to contract pay items as grouped by category. The adjustment shall only apply to those categories of work checked "Yes", and only when the cumulative plan quantities for a category exceed the required threshold. Adjustments to work items in a category, either up or down, and extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

- (1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.
- (2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.
- (3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

- (4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.
- (5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000
M-4-1-11-14-		
Metric Units		
Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / \$1000

(c) Quantity Conversion Factors.

Category	Conversion	Factor
В	sq yd to ton sq m to metric ton	0.057 ton / sq yd / in depth 0.00243 metric ton / sq m / mm depth
С	sq yd to ton sq m to metric ton	0.056 ton / sq yd / in depth 0.00239 m ton / sq m / mm depth
D	sq yd to cu yd sq m to cu m	0.028 cu yd / sq yd / in depth 0.001 cu m / sq m / mm depth

Method of Adjustment. Fuel cost adjustments will be computed as follows.

 $CA = (FPI_P - FPI_L) \times FUF \times Q$

Where: CA = Cost Adjustment, \$

FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, \$/qal (\$/liter)

FPI_L = Fuel Price Index, as published by the Department 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, \$/qal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

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

Percent Difference = $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR FUEL 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 fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel 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 following categories of work?	on as pa	rt of the contract plans for the
Category A Earthwork.	Yes	
Category B Subbases and Aggregate Base Courses	Yes	
Category C HMA Bases, Pavements and Shoulders	Yes	
Category D PCC Bases, Pavements and Shoulders	Yes	
Category E Structures	Yes	
Signature:		Date:

SWPPP



Storm Water Pollution Prevention Plan



of Transportation						
Route	Marked Route	Section				
FAP 505	IL 75	(76, 77) R				
Project Number	County	Contract Number				
C-92-118-05	Winnebago	64564				
	with the provisions of the National Pollutant is by the Illinois Environmental Protection Ag					
accordance with a system designed to submitted. Based on my inquiry of the gathering the information, the information	ocument and all attachments were prepared assure that qualified personnel properly gattoerson or persons who manage the system, on submitted is, to the best of my knowledge nalties for submitting false information, inclu	hered and evaluated the information or those persons directly responsible for a and belief, true, accurate and complete.				
Print Name	Title	Agency				
Kevin Marchek	Region Two Engineer	IDOT				
Signature		Date				
K- March		8-1-16				
 I. Site Description A. Provide a description of the project location (include latitude and longitude): The project is located along FAP Route 505 (IL 75) from the Rock River to IL Route 2 in the Village of Rockton, IL located in Winnebago County in Sections 13/24, Township 46N, and Range 1E. The net and gross length of the project measures approximately 7,183 feet (1.360 miles) along the centerline of FAP Route 505 (IL 75). The center of the project location latitude and longitude are 42°27'34"N, 89°04'07"W. B. Provide a description of the construction activity which is subject of this plan: The proposed work includes complete reconstruction of IL 75 from the Rock River Bridge to approximately 350' west of the IC&E Railroad crossing and widening and resurfacing for the remainder of the project limits to IL Route 2. The proposed work will provide left turn lanes, bidirectional lanes, intersection angle improvements, an enclosed drainage system, combination concrete curb and gutter, a full-depth concrete pavement structure in the reconstructed portion of the project, concrete sidewalk, a multi-use path, side road improvements to at least the radius returns, private and commercial entrance improvements, and traffic signal improvements. The enclosed drainage system will include new inlet, catch basin, and manhole structures that will transmit storm flow through new storm sewer that will replace the old system. New traffic signal installations will be placed at Main Street and Rockton Road / Union Street. All disturbed areas will be seeded or sodded. Striping, signing, and miscellaneous other items will complete the overall proposed improvements. All phases will include temporary erosion control 						
C. Provide the estimated duration 24 months	Provide the estimated duration of this project: 24 months					
D. The total area of the construction	on site is estimated to be 21 acres.					
The total area of the site estimated to be disturbed by excavation, grading or other activities is acres.						
Printed 8/1/16	Page 1 of 9	BDE 2342 (Rev. 09/29/15				

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

C=0.45

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

Warsaw loam, 0 to 2 percent slopes

Warsaw loam, 2 to 4 percent slopes

Hononegah loamy coarse sand, 0 to 2 percent slopes

Jasper silt loam, 0 to 2 percent slopes

Flagler sandy loam, 0 to 2 percent slopes

Comfrey loam, undrained, 0 to 2 percent slopes, frequently flooded

Comfrey loam, 0 to 2 percent slopes, frequently flooded

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

No wetlands are located at the site.

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

The soil map as developed by the Natural Resources Conservation Services for this section of Winnebago County was utilized to identify the potentially erosive soils with the proposed development. The Winnebago County soils map did not indicate any soil types that are susceptible to sheet and rill erosion. The erosion control plan provides Best Management Practices (BMPs) to minimize erosion from occurring during construction.

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.):

See plan sheet for locations of soil disturbance. The new roadway embankments will be reconstructed with side slopes ranging between 1:6 and 1:2.

- 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:

Village of Rockton

- The following is a list of General NPDES ILR40 permittees within whose reporting jurisdiction this project is located.
 Village of Rockton
- 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:

Water will drain into the Village of Rockton storm sewer system. The ultimate receiving water is the Rock River and its tributaries.

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.

See erosion control plans for tree protection locations. There are no areas that require special soil protection.

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	Ο.		e following sensitive environm pacted by the proposed devel		ere associated wit	h this project, and may have the potential to be			
			Floodplain						
			Wetland Riparian		597				
		$\overline{\Box}$	Threatened and Endangered	Species					
		П	Historic Preservation						
			303(d) Listed receiving water	s for suspended so	lids, turbidity, or s	iltation			
						ment, total suspended solids, turbidity, or siltation			
		П	Applicable Federal, Tribal, Sta	a telephone i decreto de la maissa de estado d		, , , , , , , , , , , , , , , , , , , ,			
		П	Other						
		_	303(d) Listed receiving waters (fill out this section if checked above):						
		1.	Rock River (IEPA Segme		ion ii checked ab	ove).			
		l			identification of a	Il pollutante equeina impairment:			
						Il pollutants causing impairment:			
The Rock River is impaired for fish consumption, and primary contact recreation Polychlorinated biphenyls, fecal coliform, and mercury.									
						oractices will prevent a discharge of sediment ty-five (25) year, twenty-four (24) hour rainfall			
			Maintaining the listed	oractices in this p	plan will not incr	rease discharge levels of either impairment.			
c. Provide a description of the location(s) of direct discharge from the project				om the project site to the 303(d) water body:					
There are no direct discharge points from this project into the Rock River.					nto the Rock River.				
d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or wa					scharges to the MS4 and/or water body:				
There are no dewatering discharges to the MS4 Rock River from this project.						River from this project.			
	2. TMDL (fill out this section if checked above) a. The name(s) of the listed water body:								
			b. Provide a description of t design that is consistent			rategy that will be incorporated into the site ents of the TMDL:			
			c. If a specific numeric wast provide a description of the			hed that would apply to the project's discharges, cation:			
	P.	The	following pollutants of conce	rn will be associat	ted with this cons	truction project:			
	1.500		Soil Sediment			diesel, oil, kerosene, hydraulic oil / fluids)			
			Concrete	-	Antifreeze / Coo	4.100 c 150 m 2 4 5 5 5 4 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
			Concrete Truck waste						
						m cleaning construction equipment			
			Concrete Curing Compound	is 🖂		Portable Restrooms			
		\boxtimes	Solid waste Debris		Other (specify)				
		\boxtimes	Paints		Other (specify)				
		\boxtimes	Solvents		Other (specify)				
		\boxtimes	Fertilizers / Pesticides		Other (specify)				
II.	Cor	ntro	ls			9			
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II.

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;
 - 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.
 - Where the initiation of stabilization measures is precluded by snow cover, stabilization measures shall be initiated as soon as practicable.
 - 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	\times	Erosion Control Blanket / Mulching
Vegetated Buffer Strips	\boxtimes	Sodding
Protection of Trees	\boxtimes	Geotextiles
Temporary Erosion Control Seeding		Other (specify)
Temporary Turf (Seeding, Class 7)		Other (specify)
Temporary Mulching		Other (specify)
Permanent Seeding		Other (specify)
	Vegetated Buffer Strips Protection of Trees Temporary Erosion Control Seeding Temporary Turf (Seeding, Class 7) Temporary Mulching	Vegetated Buffer Strips Protection of Trees Temporary Erosion Control Seeding Temporary Turf (Seeding, Class 7) Temporary Mulching

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

The project is designed to minimize the effects of construction activities that will result in earth disturbing activities causing erosion. The phasing of the construction activities will involve only disturbing what is required and leaving the remainder of the site with established grass cover to be undisturbed. All areas exposed due to construction will utilize temporary erosion control seeding applied with a temporary erosion control blanket to minimize the potential discharge of sediment. Tree protection will be installed along the project limits at locations shown in the plans.

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

The permanent stabilization practices will be to establish permanent grass turf to stabilize any disturbance and control the effects of storm water. A erosion control blanket will be applied over the permanent seeding. Erosion control blanket will be utilized on steep slopes to prevent erosion and aid in establishment of turf. Geotextiles will be placed under rock outlet protection or riprap. Any areas disturbed by construction that will not be permanently stabilized prior to winter will be temporarily stabilized with an application of temporary seed and mulch.

C. Structural Practices: Provided below is a description of structural practices that will be implemented, to the degree

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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.

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	d for this project:					
Perimeter Erosion Barrier	Rock Outlet Protection					
Storm Drain Inlet Protection	Gabions					
Sediment Trap	☐ Slope Mattress					
☐ Temporary Pipe Slope Drain	Retaining Walls					
□ Temporary Sediment Basin	☐ Slope Walls					
☐ Temporary Stream Crossing	Concrete Revetment Mats					
Stabilized Construction Exits	Level Spreaders					
☐ Turf Reinforcement Mats	Other (specify)					
Permanent Check Dams	Other (specify)					
Permanent Sediment Basin	Other (specify)					
☐ Aggregate Ditch	Other (specify)					
Paved Ditch	Other (specify)					
Describe how the structural practices listed abo	ve will be utilized during construction:					
disturbing activities. Storm drain inlet protection will be utilized where completed drains are active inlets to the storm sewer system to prevent infiltration of any sediment. All outfalls will be protected using riprap with a filter fabric blanket. Temporary ditch checks will be utilized in the graded ditches. Locations where contractor equipment enter and or exit the site will have a stabilized rock base to minimize sediment tracked off site.						
Describe how the structural practices listed above will be utilized after construction activities have been completed:						
All permanent outfalls and discharge points will be protected using riprap with a filter fabric blanket. Once permanent vegetation, in the form of grass turf, has been established the temporary measures may be removed.						
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.						
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.						

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D.

E.

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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:

The storm water management controls for the project are primarily planned to be open vegetated areas and storm drains into the storm sewer system.

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:

All storm water conveyances are designed to be in compliance with all federal, state, and local laws, ordinances, and procedures.

- 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.
 - 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:

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- 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.

Perimeter barriers and ditch checks will have built-up sediment removed when sediment reaches 1/3 the height of the practices. Concrete truck washouts locations and BMPs will be designated by the contractor. No concrete truck washouts will be allowed to occur into any storm water conveyances.

IV. Inspections

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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

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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.

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FAP Route 505 (IL 75) Project ACNHPP-0505(028) Section (76,77)R Winnebago County Contract No. 64564



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
FAP 505	IL 75	(76, 77) R
Project Number	County	Contract Number
C-92-118-05	Winnebago	64564
This certification statement is a part of Permit No. ILR10 issued by the Illinois E		pove, in accordance with the General NPDES
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.		
project; I have received copies of all app	propriate maintenance procedures; ar	nts stated in SWPPP for the above mentioned nd, I have provided all documentation required updates to these documents as necessary.
☐ 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:		

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REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

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 onthe-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 nonminority 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 singleuser 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.
- (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 Wage and Hour Division Web 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.

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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.