

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.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL CHECKLIST

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: The **Illinois Office Affidavit** (Not applicable to federally funded projects) followed by 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 **Your bid will not be read if this is not completed.** Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – A copy of your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

RETURN WITH BID

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| |
|-----------------------|
| Proposal Submitted By |
| Name |
| Address |
| City |

Letting January 17, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Route FAU 168 (Johnsburg Road)
Project TE-CMM-4003(205)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Project TE-CMM-4003(205)
Route FAU 168 (Johnsburg Road)
District 1 Construction Funds**

Project consists of the construction of a roundabout intersection at Johnsburg Road and Chapel Hill Road. Full depth HMA pavement, sidewalks, curb & gutter, storm sewer, box culvert replacement, decorative pedestrian lighting, roadway lighting, brick paved crosswalks with decorative banding and landscaping, located within the Village of Johnsburg.

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.

RETURN WITH BID

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

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

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

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

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

Schedule of Combination Bids

| Combination No. | Sections Included in Combination | Combination Bid | |
|-----------------|----------------------------------|-----------------|-------|
| | | Dollars | Cents |
| | | | |
| | | | |
| | | | |
| | | | |

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.
10. **The services of a subcontractor will be used.**

Check box Yes
 Check box No

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

| | | | | | |
|-------------|------|------|----------------|---------------------|---------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER | PROJECT NUMBER | ROUTE |
| MCHENRY | 111 | 01 | 05-00314-03-WR | TE-CMM-4003/205/000 | FAU 168 |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| A2008020 | T-TILIA CORDATA 2-1/2 | EACH | 4.000 X | = | | | |
| C2C078G5 | S-ROSA X KNOCK OUT 5G | EACH | 55.000 X | = | | | |
| D2002772 | E-PINUS NIGRA 6' | EACH | 8.000 X | = | | | |
| K0012990 | P PL ORNAMENT T GAL P | UNIT | 4.000 X | = | | | |
| XX001095 | MAILBOX REM & REPL | EACH | 22.000 X | = | | | |
| XX005972 | STAMPED ASP CROSSWALK | SQ YD | 142.000 X | = | | | |
| XX006852 | EXPLORATION TRENCH SP | CU YD | 185.000 X | = | | | |
| XX007383 | FORCE MAIN ADJUSTED | EACH | 2.000 X | = | | | |
| XX007797 | LUMINAIRE SPL | EACH | 16.000 X | = | | | |
| XX007833 | CB TA 6D T11 F&G | EACH | 2.000 X | = | | | |
| XX007857 | TRASH RECEPTACLE F&I | EACH | 3.000 X | = | | | |
| XX008829 | R&D EX FORCE MAIN | FOOT | 50.000 X | = | | | |
| X0320374 | PLUG EX SAN SEWERS | EACH | 1.000 X | = | | | |
| X0326414 | STAMP CLRD PCC MED 8 | SQ FT | 2,959.000 X | = | | | |
| X0326654 | ORNAM LIGHT UNIT COMP | EACH | 24.000 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| X0327426 | BRICK PAVER BANDING | SQ FT | 8,693.000 X | = | | = | |
| X4021000 | TEMP ACCESS- PRIV ENT | EACH | 7.000 X | = | | = | |
| X4022000 | TEMP ACCESS- COM ENT | EACH | 17.000 X | = | | = | |
| X4023000 | TEMP ACCESS- ROAD | EACH | 2.000 X | = | | = | |
| X4240470 | PC CONC SIDEWLK 10 SP | SQ FT | 663.000 X | = | | = | |
| X5090810 | PEDESTRIAN RAIL SPL | FOOT | 326.000 X | = | | = | |
| X6020084 | MANHOLE SPECIAL | EACH | 1.000 X | = | | = | |
| X6022810 | MAN SAN 4 DIA T1F CL | EACH | 2.000 X | = | | = | |
| X6061815 | COMB CC&G TM SPL | FOOT | 278.000 X | = | | = | |
| X6062206 | STAMP CLRD PCC MED 6 | SQ FT | 1,569.000 X | = | | = | |
| X7010216 | TRAF CONT & PROT SPL | L SUM | 1.000 X | = | | = | |
| X7280105 | TELES STL SIN SUP SPL | FOOT | 582.000 X | = | | = | |
| X7310110 | BASE TEL SIN SUPP SP | EACH | 40.000 X | = | | = | |
| X8950130 | MOD EX LTG CONTROLLER | EACH | 1.000 X | = | | = | |
| Z0003850 | BENCHES | EACH | 3.000 X | = | | = | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| Z0013302 | SEGMENT CONC BLK WALL | SQ FT | 586.000 X | = | | | |
| Z0013798 | CONSTRUCTION LAYOUT | L SUM | 1.000 X | = | | | |
| Z0017400 | DRAIN UTIL STR ADJ | EACH | 5.000 X | = | | | |
| Z0017700 | DRAIN UTIL STR RECON | EACH | 1.000 X | = | | | |
| Z0018700 | DRAINAGE STR REMOVED | EACH | 15.000 X | = | | | |
| Z0022800 | FENCE REMOVAL | FOOT | 18.000 X | = | | | |
| Z0026407 | TEMP SHT PILING | SQ FT | 1,000.000 X | = | | | |
| Z0030850 | TEMP INFO SIGNING | SQ FT | 1,000.000 X | = | | | |
| Z0056900 | SAN SEW 8 | FOOT | 209.000 X | = | | | |
| Z0062456 | TEMP PAVEMENT | SQ YD | 290.000 X | = | | | |
| Z0066400 | STAB DRIVEWAYS 6 | SQ YD | 131.000 X | = | | | |
| Z0066600 | STAB DRIVEWAYS 8 | SQ YD | 538.000 X | = | | | |
| Z0073002 | TEMP SOIL RETEN SYSTM | SQ FT | 32.000 X | = | | | |
| Z0076600 | TRAINEES | HOURL | 500.000 X | = | 0.80 | 400.00 | |
| Z0076604 | TRAINEES TPG | HOURL | 500.000 X | = | 10.00 | 5,000.00 | |

FAU 168
 05-00314-03-WR
 MCHENRY

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63870

ECMS002 DTGECM03 ECMR003 PAGE 4
 RUN DATE - 12/09/13
 RUN TIME - 183110

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 20100110 | TREE REMOV 6-15 | UNIT | 25.000 X | = | | | |
| 20100210 | TREE REMOV OVER 15 | UNIT | 120.000 X | = | | | |
| 20101000 | TEMPORARY FENCE | FOOT | 15.000 X | = | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 3,866.000 X | = | | | |
| 20201200 | REM & DISP UNS MATL | CU YD | 2,681.000 X | = | | | |
| 20400800 | FURNISHED EXCAVATION | CU YD | 1,432.000 X | = | | | |
| 20800150 | TRENCH BACKFILL | CU YD | 832.000 X | = | | | |
| 21101615 | TOPSOIL F & P 4 | SQ YD | 3,385.000 X | = | | | |
| 21101815 | COMPOST F & P 4 | SQ YD | 63.000 X | = | | | |
| 25000400 | NITROGEN FERT NUTR | POUND | 42.000 X | = | | | |
| 25000500 | PHOSPHORUS FERT NUTR | POUND | 42.000 X | = | | | |
| 25000600 | POTASSIUM FERT NUTR | POUND | 42.000 X | = | | | |
| 25100635 | HD EROS CONTR BLANKET | SQ YD | 2,566.000 X | = | | | |
| 25200110 | SODDING SALT TOLERANT | SQ YD | 3,385.000 X | = | | | |
| 25200200 | SUPPLE WATERING | UNIT | 130.000 X | = | | | |

FAU 168
 05-00314-03-WR
 MCHENRY

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63870

ECMS002 DTGECM03 ECMR003 PAGE 5
 RUN DATE - 12/09/13
 RUN TIME - 183110

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 28000250 | TEMP EROS CONTR SEED | POUND | 53.000 X | = | | = | |
| 28000400 | PERIMETER EROS BAR | FOOT | 515.000 X | = | | = | |
| 28000510 | INLET FILTERS | EACH | 28.000 X | = | | = | |
| 28001100 | TEMP EROS CONTR BLANK | SQ YD | 2,566.000 X | = | | = | |
| 28100105 | STONE RIPRAP CL A3 | SQ YD | 11.000 X | = | | = | |
| 30300001 | AGG SUBGRADE IMPROVE | CU YD | 2,332.000 X | = | | = | |
| 30300112 | AGG SUBGRADE IMPR 12 | SQ YD | 8,093.000 X | = | | = | |
| 31101400 | SUB GRAN MAT B 6 | SQ YD | 2,389.000 X | = | | = | |
| 35501320 | HMA BASE CSE 9 | SQ YD | 257.000 X | = | | = | |
| 40600100 | BIT MATLS PR CT | GALLON | 940.000 X | = | | = | |
| 40600300 | AGG PR CT | TON | 2.000 X | = | | = | |
| 40600400 | MIX CR JTS FLANGEWYS | TON | 1.000 X | = | | = | |
| 40600895 | CONSTRUC TEST STRIP | EACH | 1.000 X | = | | = | |
| 40600982 | HMA SURF REM BUTT JT | SQ YD | 55.000 X | = | | = | |
| 40603085 | HMA BC IL-19.0 N70 | TON | 148.000 X | = | | = | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|--------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 40603340 | HMA SC "D" N70 | TON | 233.000 X | = | | | |
| 40701946 | HMA PAVT FD 13 1/4 | SQ YD | 5,498.000 X | = | | | |
| 42001300 | PROTECTIVE COAT | SQ YD | 4,334.000 X | = | | | |
| 42300200 | PCC DRIVEWAY PAVT 6 | SQ YD | 15.000 X | = | | | |
| 42300400 | PCC DRIVEWAY PAVT 8 | SQ YD | 221.000 X | = | | | |
| 42400200 | PC CONC SIDEWALK 5 | SQ FT | 10,681.000 X | = | | | |
| 42400300 | PC CONC SIDEWALK 6 | SQ FT | 212.000 X | = | | | |
| 42400800 | DETECTABLE WARNINGS | SQ FT | 195.000 X | = | | | |
| 44000100 | PAVEMENT REM | SQ YD | 8,011.000 X | = | | | |
| 44000166 | HMA SURF REM 4 1/4 | SQ YD | 1,238.000 X | = | | | |
| 44000200 | DRIVE PAVEMENT REM | SQ YD | 639.000 X | = | | | |
| 44000500 | COMB CURB GUTTER REM | FOOT | 1,623.000 X | = | | | |
| 44000600 | SIDEWALK REM | SQ FT | 3,549.000 X | = | | | |
| 44004000 | PAVED DITCH REMOVAL | FOOT | 75.000 X | = | | | |
| 44201713 | CL D PATCH T1 6 | SQ YD | 10.000 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 44201717 | CL D PATCH T2 6 | SQ YD | 100.000 X | = | | = | |
| 44201721 | CL D PATCH T3 6 | SQ YD | 220.000 X | = | | = | |
| 44201723 | CL D PATCH T4 6 | SQ YD | 835.000 X | = | | = | |
| 44300200 | STRIP REF CR CON TR | FOOT | 328.000 X | = | | = | |
| 50100300 | REM EXIST STRUCT N1 | EACH | 1.000 X | = | | = | |
| 50104400 | CONC HDWL REM | EACH | 2.000 X | = | | = | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 1,064.000 X | = | | = | |
| 50300225 | CONC STRUCT | CU YD | 25.000 X | = | | = | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 3,510.000 X | = | | = | |
| 54001001 | BOX CUL END SEC C1 | EACH | 1.000 X | = | | = | |
| 54011204 | PCBC 12X4 | FOOT | 200.000 X | = | | = | |
| 54213657 | PRC FLAR END SEC 12 | EACH | 1.000 X | = | | = | |
| 550A0340 | STORM SEW CL A 2 12 | FOOT | 507.000 X | = | | = | |
| 550A0360 | STORM SEW CL A 2 15 | FOOT | 112.000 X | = | | = | |
| 550A0380 | STORM SEW CL A 2 18 | FOOT | 335.000 X | = | | = | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 550A0410 | STORM SEW CL A 2 24 | FOOT | 507.000 X | = | | | |
| 55100500 | STORM SEWER REM 12 | FOOT | 34.000 X | = | | | |
| 55100700 | STORM SEWER REM 15 | FOOT | 234.000 X | = | | | |
| 55101200 | STORM SEWER REM 24 | FOOT | 394.000 X | = | | | |
| 60201105 | CB TA 4 DIA T11F&G | EACH | 10.000 X | = | | | |
| 60204805 | CB TA 5 DIA T11F&G | EACH | 5.000 X | = | | | |
| 60207605 | CB TC T8G | EACH | 1.000 X | = | | | |
| 60207905 | CB TC T11F&G | EACH | 1.000 X | = | | | |
| 60221000 | MAN TA 5 DIA T1F OL | EACH | 4.000 X | = | | | |
| 60222000 | MAN TA 5 DIA T11F&G | EACH | 1.000 X | = | | | |
| 60223800 | MAN TA 6 DIA T1F CL | EACH | 1.000 X | = | | | |
| 60236800 | INLETS TA T11F&G | EACH | 4.000 X | = | | | |
| 60257900 | MAN RECONST | EACH | 1.000 X | = | | | |
| 60600605 | CONC CURB TB | FOOT | 456.000 X | = | | | |
| 60603800 | COMB CC&G TB6.12 | FOOT | 3,707.000 X | = | | | |

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 MCHENRY

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63870

ECMS002 DTGECM03 ECMR003 PAGE 9
 RUN DATE - 12/09/13
 RUN TIME - 183110

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 60616110 | PAVED DITCH TA-30 | FOOT | 70.000 X | = | | | |
| 67000400 | ENGR FIELD OFFICE A | CAL MO | 6.000 X | = | | | |
| 67100100 | MOBILIZATION | L SUM | 1.000 X | = | | | |
| 70103815 | TR CONT SURVEILLANCE | CAL DA | 600.000 X | = | | | |
| 70106800 | CHANGEABLE MESSAGE SN | CAL MO | 48.000 X | = | | | |
| 70300100 | SHORT TERM PAVT MKING | FOOT | 3,700.000 X | = | | | |
| 70300220 | TEMP PVT MK LINE 4 | FOOT | 7,330.000 X | = | | | |
| 70300280 | TEMP PVT MK LINE 24 | FOOT | 11.000 X | = | | | |
| 70300520 | PAVT MARK TAPE T3 4 | FOOT | 1,000.000 X | = | | | |
| 70301000 | WORK ZONE PAVT MK REM | SQ FT | 2,400.000 X | = | | | |
| 70400100 | TEMP CONC BARRIER | FOOT | 140.000 X | = | | | |
| 70400200 | REL TEMP CONC BARRIER | FOOT | 140.000 X | = | | | |
| 70600240 | IMP ATTN TEMP NRD TL2 | EACH | 1.000 X | = | | | |
| 70600340 | IMP ATTN REL NRD TL2 | EACH | 1.000 X | = | | | |
| 72000100 | SIGN PANEL T1 | SQ FT | 108.000 X | = | | | |

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 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63870

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 RUN DATE - 12/09/13
 RUN TIME - 183110

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|------------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 78000100 | THPL PVT MK LTR & SYM | SQ FT | 142.000 X | | | | |
| 78000200 | THPL PVT MK LINE 4 | FOOT | 4,477.000 X | | | | |
| 78000400 | THPL PVT MK LINE 6 | FOOT | 490.000 X | | | | |
| 78000600 | THPL PVT MK LINE 12 | FOOT | 629.000 X | | | | |
| 78300100 | PAVT MARKING REMOVAL | SQ FT | 1,000.000 X | | | | |
| 80400100 | ELECT SERV INSTALL | EACH | 1.000 X | | | | |
| 80400200 | ELECT UTIL SERV CONN | L SUM | 1.000 X | 3,000 | 00 | 3,000 | 00 |
| 81028200 | UNDRGRD C GALVS 2 | FOOT | 410.000 X | | | | |
| 81028240 | UNDRGRD C GALVS 4 | FOOT | 458.000 X | | | | |
| 81028710 | UNDRGRD C CNC 3/4 | FOOT | 2,350.000 X | | | | |
| 81603050 | UD 3#6 #8G XLPUSE 1 | FOOT | 1,550.000 X | | | | |
| 81603090 | UD 3#4#6G XLPUSE 1 1/4 | FOOT | 2,340.000 X | | | | |
| 81702440 | EC C XLP USE 3-1C 1/0 | FOOT | 66.000 X | | | | |
| 82500350 | LT CONT BASEM 240V100 | EACH | 1.000 X | | | | |
| 83007400 | LT P A 35MH 10MA | EACH | 16.000 X | | | | |

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ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 63870

ECMS002 DTGECM03 ECMR003 PAGE 11
 RUN DATE - 12/09/13
 RUN TIME - 183110

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|----------------------|-----------------|-----------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 83600200 | LIGHT POLE FDN 24D | FOOT | 144.000 X | | = | | |
| 83600350 | LP F M 11BC 8" X 6' | EACH | 24.000 X | | = | | |
| 83800105 | BKWY DEV TR B 11.5BC | EACH | 16.000 X | | = | | |
| 89502385 | REMOV EX CONC FDN | EACH | 2.000 X | | = | | |
| | | | | TOTAL \$ | | | |

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

RETURN WITH BID

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 bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

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 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.

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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 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.

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C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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 provides:

(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.

RETURN WITH BID

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

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, 30ILCS 500/50-36 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 shall 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 the attached document.

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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.**

NA-FEDERAL

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

RETURN WITH BID

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 is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

RETURN WITH BID

IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The 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 \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.
The current annual salary of the Governor is \$177,412.00.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by a person that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form A
Financial Information &
Potential Conflicts of Interest
Disclosure**

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

Disclosure of the information contained in this Form is required by the 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 \$25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

| | |
|--|---|
| FOR INDIVIDUAL (type or print information) | |
| NAME: | _____ |
| ADDRESS | _____ |
| Type of ownership/distributable income share: | |
| stock _____ | sole proprietorship _____ |
| Partnership _____ | other: (explain on separate sheet): _____ |
| % or \$ value of ownership/distributable income share: _____ | |

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

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

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

- 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. _____

RETURN WITH BID

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes ___ No ___
4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___ No ___

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

Yes ___ No ___

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of the spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. _____
-
3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ___ No ___
4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___ No ___

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___ No ___

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

4. 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: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

RETURN WITH BID

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Project TE-CMM-4003(205)
Route FAU 168 (Johnsburg Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Project TE-CMM-4003(205)
Route FAU 168 (Johnsburg Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

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

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

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

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

Attest _____
Signature _____
Business Address _____

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



Illinois Department of Transportation

Return with Bid
(If Applicable)

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 MEN BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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



Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)
by _____

Signed and attested before me on _____ (date)
by _____

(Name of Person)

(Name of Person)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

| | |
|------------------------|--|
| Route _____ | Total Bid _____ |
| Section _____ | Contract DBE Goal _____ (Percent) _____ (Dollar Amount) |
| Project _____ | |
| County _____ | |
| Letting Date _____ | |
| Contract No. _____ | |
| Letting Item No. _____ | |

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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

Local Let Projects
Submit forms to the
Local Agency

PROPOSAL ENVELOPE



PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |

Submitted By:

| |
|-----------|
| Name: |
| Address: |
| |
| |
| Phone No. |

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Project TE-CMM-4003(205)
Route FAU 168 (Johnsburg Road)
District 1 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended 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 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a 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 a person that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

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

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the 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.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
Yes ___ No ___

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.
Yes ___ No ___

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.
Yes ___ No ___

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.
Yes ___ No ___

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.
Yes ___ No ___

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

4. 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: 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: _____ Date _____
Signature of Individual or Authorized Officer

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.

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



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 (ics-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 o'clock a.m. January 17, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 63870
MCHENRY County
Section 05-00314-03-WR
Project TE-CMM-4003(205)
Route FAU 168 (Johnsburg Road)
District 1 Construction Funds**

Project consists of the construction of a roundabout intersection at Johnsburg Road and Chapel Hill Road. Full depth HMA pavement, sidewalks, curb & gutter, storm sewer, box culvert replacement, decorative pedestrian lighting, roadway lighting, brick paved crosswalks with decorative banding and landscaping, located within the Village of Johnsburg.

- 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

Ann L. Schneider,
Secretary

CONTRACT 63870

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

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GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 17, 2014 Letting

| Pg # | √ | File Name | Title | Effective | Revised |
|------|---|-----------|--|----------------|----------------|
| | | GBSP 4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | July 26, 2013 |
| | | GBSP 12 | Drainage System | June 10, 1994 | Jan 1, 2007 |
| | | GBSP 13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Oct 30, 2012 |
| | | GBSP 14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP 15 | Three Sided Precast Concrete Structure | July 12, 1994 | Oct 15, 2011 |
| | | GBSP 16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP 17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP 18 | Modular Expansion Joint | May 19, 1994 | July 26, 2013 |
| | | GBSP 21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | May 18, 2011 |
| | | GBSP 25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | April 19, 2012 |
| | | GBSP 26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | April 30, 2010 |
| | | GBSP 28 | Deck Slab Repair | May 15, 1995 | Oct 15, 2011 |
| | | GBSP 29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | Oct 30, 2012 |
| | | GBSP 30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | Jan 18, 2011 |
| | | GBSP 31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | Oct 30, 2012 |
| 71 | X | GBSP 32 | Temporary Sheet Piling | Sept 2, 1994 | Jan 31, 2012 |
| | | GBSP 33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Aug 17, 2012 |
| | | GBSP 34 | Concrete Wearing Surface | June 23, 1994 | Feb 6, 2013 |
| | | GBSP 35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Oct 15, 2011 |
| | | GBSP 38 | Mechanically Stabilized Earth Retaining Walls | Feb 3, 1999 | July 26, 2013 |
| | | GBSP 42 | Drilled Soldier Pile Retaining Wall | Sept 20, 2001 | Aug 17, 2012 |
| | | GBSP 43 | Driven Soldier Pile Retaining Wall | Nov 13, 2002 | Aug 17, 2012 |
| 73 | X | GBSP 44 | Temporary Soil Retention System | Dec 30, 2002 | May 11, 2009 |
| | | GBSP 45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Feb 6, 2013 |
| | | GBSP 46 | Geotextile Retaining Walls | Sept 19, 2003 | July 26, 2013 |
| | | GBSP 47 | High Performance Concrete Structures | Aug 5, 2002 | Jan 1, 2007 |
| | | GBSP 51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 22, 2010 |
| | | GBSP 53 | Structural Repair of Concrete | Mar 15, 2006 | July 26, 2013 |
| | | GBSP 55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP 56 | Setting Piles in Rock | Nov 14, 1996 | April 19, 2012 |
| | | GBSP 57 | Temporary Mechanically Stabilized Earth Retaining Walls | Jan 6, 2003 | July 26, 2013 |
| | | GBSP 59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | July 9, 2008 |
| | | GBSP 60 | Containment and Disposal of Non-Lead Paint Cleaning Residues | Nov 25, 2004 | Mar 6, 2009 |
| | | GBSP 61 | Slipform Parapet | June 1, 2007 | Aug 17, 2012 |
| | | GBSP 62 | Concrete Deck Beams | June 13, 2008 | Oct 9, 2009 |
| 75 | X | GBSP 64 | Segmental Concrete Block Wall | Jan 7, 1999 | Oct 30, 2012 |
| | | GBSP 65 | Precast Modular Retaining Walls | Mar 19, 2001 | Oct 30, 2012 |
| | | GBSP 66 | Wave Equation Analysis of Piles | Nov 14, 2008 | |
| | | GBSP 67 | Structural Assessment Reports for Contractor's Means and Methods | Mar 6, 2009 | |
| | | GBSP 70 | Braced Excavation | Aug 9, 1995 | May 18, 2011 |
| | | GBSP 71 | Aggregate Column Ground Improvement | Jan 15, 2009 | Oct 15, 2011 |

| | | | | |
|--|---------|---|----------------|--------------|
| | GBSP 72 | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay | Jan 18, 2011 | Oct 15, 2011 |
| | GBSP 73 | Cofferdams | Oct 15, 2011 | |
| | GBSP 74 | Permanent Steel Sheet Piling (LRFD) | Jan 31, 2012 | Aug 17, 2012 |
| | GBSP 75 | Bond Breaker for Prestressed Concrete Bulb-T Beams | April 19, 2012 | |
| | GBSP 76 | Granular Backfill for Structures | April 19, 2012 | Oct 30, 2012 |
| | GBSP 77 | Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts | April 19, 2012 | Oct 22, 2013 |
| | GBSP 78 | Bridge Deck Construction | Oct 22, 2013 | |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

| |
|--|
| |
| |

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

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

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

| File Name | Title | Disposition: |
|-----------|--|--------------------|
| GBSP37 | Underwater Structure Excavation Protection | Replaced by GBSP73 |
| GBSP11 | Permanent Steel Sheet Piling | Replaced by GBSP74 |
| GBSP52 | Porous Granular Embankment (Special) | Replaced by GBSP76 |

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

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|-------------|-------------|---|------------------|----------------|
| LR SD12 | | <input type="checkbox"/> Slab Movement Detection Device | Nov. 11, 1984 | Jan. 1, 2007 |
| LR SD13 | | <input type="checkbox"/> Required Cold Milled Surface Texture | Nov. 1, 1987 | Jan. 1, 2007 |
| LR SD406 | | <input type="checkbox"/> RESCINDED | | |
| LR 102-2 | | <input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals | Jan. 1, 2001 | Jan. 1, 2014 |
| LR 105 | 80 | <input checked="" type="checkbox"/> Cooperation with Utilities | Jan. 1, 1999 | Jan. 1, 2007 |
| LR 107-2 | | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings | Mar. 1, 2005 | Jan. 1, 2006 |
| LR 107-4 | 83 | <input checked="" type="checkbox"/> Insurance | Feb. 1, 2007 | Aug. 1, 2007 |
| LR 107-7 | | <input type="checkbox"/> Wages of Employees on Public Works | Jan. 1, 1999 | Jan. 1, 2014 |
| LR 108 | | <input type="checkbox"/> Combination Bids | Jan. 1, 1994 | Mar. 1, 2005 |
| LR 109 | | <input type="checkbox"/> Equipment Rental Rates | Jan. 1, 2012 | |
| LR 212 | | <input type="checkbox"/> Shaping Roadway | Aug. 1, 1969 | Jan. 1, 2002 |
| LR 355-1 | | <input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix | Oct. 1, 1973 | Jan. 1, 2007 |
| LR 355-2 | | <input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 400-1 | | <input type="checkbox"/> Bituminous Treated Earth Surface | Jan. 1, 2007 | Apr. 1, 2012 |
| LR 400-2 | | <input type="checkbox"/> Bituminous Surface Plant Mix (Class B) | Jan. 1, 2008 | |
| LR 400-3 | | <input type="checkbox"/> Hot In-Place Recycling (HIR) – Surface Recycling | Jan. 1, 2012 | |
| LR 400-4 | | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Emulsified Asphalt | Apr. 1, 2012 | Jun. 1, 2012 |
| LR 400-5 | | <input type="checkbox"/> Cold In-Place Recycling (CIR) With Emulsified Asphalt | Apr. 1, 2012 | Jun. 1, 2012 |
| LR 400-6 | | <input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt | June 1, 2012 | |
| LR 400-7 | | <input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt | June 1, 2012 | |
| LR 402 | | <input type="checkbox"/> Salt Stabilized Surface Course | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 403-1 | | <input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement | Apr. 1, 2012 | Jun. 1, 2012 |
| LR 403-2 | | <input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat | Aug. 1, 1969 | Jan. 1, 2007 |
| LR 406 | | <input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout | Jan. 1, 2008 | |
| LR 420 | | <input type="checkbox"/> PCC Pavement (Special) | May 12, 1964 | Jan. 2, 2007 |
| LR 442 | | <input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 451 | | <input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt | Oct. 1, 1991 | Jan. 1, 2007 |
| LR 503-1 | | <input type="checkbox"/> Furnishing Class SI Concrete | Oct. 1, 1973 | Jan. 1, 2002 |
| LR 503-2 | | <input type="checkbox"/> Furnishing Class SI Concrete (Short Load) | Jan. 1, 1989 | Jan. 1, 2002 |
| LR 542 | | <input type="checkbox"/> Pipe Culverts, Type _____ (Furnished) | Sep. 1, 1964 | Jan. 1, 2007 |
| LR 663 | | <input type="checkbox"/> Calcium Chloride Applied | Jun. 1, 1958 | Jan. 1, 2007 |
| LR 702 | | <input type="checkbox"/> Construction and Maintenance Signs | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 1000-1 | | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures | Apr. 1, 2012 | Jun. 1, 2012 |
| LR 1000-2 | | <input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures | June 1, 2012 | |
| LR 1004 | | <input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment | Jan. 1, 2002 | Jan. 1, 2007 |
| LR 1030 | | <input type="checkbox"/> Growth Curve | Mar. 1, 2008 | Jan. 1, 2010 |
| LR 1032-1 | | <input type="checkbox"/> Emulsified Asphalts | Jan. 1, 2007 | Feb. 7, 2008 |
| LR 1102 | | <input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment | Jan. 1, 2007 | |

BDE SPECIAL PROVISIONS
For the January 17 and February 28, 2014 Lettings

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

| <u>File Name</u> | <u>Pg.</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|---|------------------|----------------|
| 80240 | | | Above Grade Inlet Protection | July 1, 2009 | Jan. 1, 2012 |
| * 80099 | | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2014 |
| 80274 | | | Aggregate Subgrade Improvement | April 1, 2012 | Jan. 1, 2013 |
| 80192 | | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| 80173 | 84 | X | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Aug. 1, 2013 |
| 80241 | | | Bridge Demolition Debris | July 1, 2009 | |
| 50261 | | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50481 | | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50491 | | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50531 | | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 80292 | | | Coarse Aggregate in Bridge Approach Slabs/Footings | April 1, 2012 | April 1, 2013 |
| 80310 | 86 | X | Coated Galvanized Steel Conduit | Jan. 1, 2013 | |
| 80198 | | | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| 80293 | | | Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet | April 1, 2012 | |
| 80294 | 87 | X | Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet | April 1, 2012 | |
| 80311 | | | Concrete End Sections for Pipe Culverts | Jan. 1, 2013 | |
| * 80277 | | | Concrete Mix Design – Department Provided | Jan. 1, 2012 | Jan. 1, 2014 |
| * 80261 | 88 | X | Construction Air Quality – Diesel Retrofit | June 1, 2010 | Jan. 1, 2014 |
| 80029 | 91 | X | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Aug. 2, 2011 |
| 80265 | | | Friction Aggregate | Jan. 1, 2011 | |
| 80229 | 101 | X | Fuel Cost Adjustment | April 1, 2009 | July 1, 2009 |
| * 80329 | | | Glare Screen | Jan. 1, 2014 | |
| 80303 | 105 | X | Granular Materials | Nov. 1, 2012 | |
| 80304 | | | Grooving for Recessed Pavement Markings | Nov. 1, 2012 | Jan. 1, 2013 |
| 80246 | 106 | X | Hot-Mix Asphalt – Density Testing of Longitudinal Joints | Jan. 1, 2010 | April 1, 2012 |
| 80322 | | | Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements | Nov 1, 2013 | |
| 80323 | | | Hot-Mix Asphalt – Mixture Design Verification and Production | Nov 1, 2013 | |
| 80315 | | | Insertion Lining of Culverts | Jan. 1, 2013 | Nov 1, 2013 |
| 80324 | | | LRFD Pipe Culvert Burial Tables | Nov 1, 2013 | |
| 80325 | 108 | X | LRFD Storm Sewer Burial Tables | Nov 1, 2013 | |
| 80045 | | | Material Transfer Device | June 15, 1999 | Jan. 1, 2009 |
| 80165 | | | Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2010 |
| * 80330 | | | Pavement Marking for Bike Symbol | Jan. 1, 2014 | |
| 80298 | | | Pavement Marking Tape Type IV | April 1, 2012 | |
| 80254 | 118 | X | Pavement Patching | Jan. 1, 2010 | |
| * 80331 | 119 | X | Payrolls and Payroll Records | Jan. 1, 2014 | |
| * 80332 | | | Portland Cement Concrete – Curing of Abutments and Piers | Jan. 1, 2014 | |
| 80326 | | | Portland Cement Concrete Equipment | Nov 1, 2013 | |
| 80300 | | | Preformed Plastic Pavement Marking Type D - Inlaid | April 1, 2012 | |
| * 80328 | 121 | X | Progress Payments | Nov. 2, 2013 | |
| * 80281 | 122 | X | Quality Control/Quality Assurance of Concrete Mixes | Jan. 1, 2012 | Jan. 1, 2014 |
| 34261 | | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | | | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |

| <u>File Name</u> | <u>Pg.</u> | | <u>Special Provision Title</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|------------|---|---|------------------|----------------|
| 80306 | | | Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS) | Nov. 1, 2012 | Nov. 1, 2013 |
| 80327 | | | Reinforcement bars | Nov 1, 2013 | |
| 80283 | 123 | X | Removal and Disposal of Regulated Substances | Jan. 1, 2012 | Nov. 2, 2012 |
| 80319 | 127 | X | Removal and Disposal of Surplus Materials | Nov. 2, 2012 | |
| 80307 | | | Seeding | Nov. 1, 2012 | |
| 80127 | 128 | X | Steel Cost Adjustment | April 2, 2004 | April 1, 2009 |
| 80317 | | | Surface Testing of Hot-Mix Asphalt Overlays | Jan. 1, 2013 | |
| 80301 | 132 | X | Tracking the Use of Pesticides | Aug. 1, 2012 | |
| * 80333 | | | Traffic Control Setup and Removal Freeway/Expressway | Jan. 1, 2014 | |
| 20338 | 133 | X | Training Special Provisions | Oct. 15, 1975 | |
| 80318 | | | Traversable Pipe Grate | Jan. 1, 2013 | April 1, 2013 |
| 80288 | 136 | X | Warm Mix Asphalt | Jan. 1, 2012 | Nov. 1, 2013 |
| 80302 | 142 | X | Weekly DBE Trucking Reports | June 2, 2012 | |
| 80289 | | | Wet Reflective Thermoplastic Pavement Marking | Jan. 1, 2012 | |
| 80071 | | | Working Days | Jan. 1, 2002 | |

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|---|------------------|----------------|
| 80309 | Anchor Bolts | Articles 1006.09, 1070.01, and 1070.03 | Jan. 1, 2013 | |
| 80276 | Bridge Relief Joint Sealer | Article 503.19 and Sections 588 and 589 | Jan. 1, 2012 | Aug. 1, 2012 |
| 80312 | Drain Pipe, Tile, Drainage Mat, and Wall Drain | Article 101.01, 1040.03, and 1040.04 | Jan. 1, 2013 | |
| 80313 | Fabric Bearing Pads | Article 1082.01 | Jan. 1, 2013 | |
| 80169 | High Tension Cable Median Barrier | Section 644 and Article 1106.02 | Jan. 1, 2007 | Jan. 1, 2013 |
| 80320 | Liquidated Damages | Article 108.09 | April 1, 2013 | |
| 80297 | Modified Urethane Pavement Marking | Section 780, Articles 1095.09 and 1105.04 | April 1, 2012 | |
| 80253 | Moveable Traffic Barrier | Section 707 and Article 1106.02 | Jan. 1, 2010 | Jan. 1, 2013 |
| 80231 | Pavement Marking Removal | Recurring CS #33 | April 1, 2009 | |
| 80321 | Pavement Removal | Article 440.07 | April 1, 2013 | |
| 80022 | Payments to Subcontractors | Article 109.11 | June 1, 2000 | Jan. 1, 2006 |
| 80316 | Placing and Consolidating Concrete | Articles 503.06, 503.07, and 516.12 | Jan. 1, 2013 | |
| 80278 | Planting Woody Plants | Section 253 and Article 1081.01 | Jan. 1, 2012 | Aug. 1, 2012 |
| 80305 | Polyurea Pavement Markings | Article 780.14 | Nov. 1, 2012 | Jan. 1, 2013 |
| 80279 | Portland Cement Concrete | Sections 312, 503, 1003, 1004, 1019, and 1020 | Jan. 1, 2012 | Nov. 1, 2013 |
| 80218 | Preventive Maintenance – Bituminous Surface Treatment | Recurring CS #34 | Jan. 1, 2009 | April 1, 2012 |
| 80219 | Preventive Maintenance – Cape Seal | Recurring CS #35 | Jan. 1, 2009 | April 1, 2012 |
| 80220 | Preventive Maintenance – Micro Surfacing | Recurring CS #36 | Jan. 1, 2009 | April 1, 2012 |
| 80221 | Preventive Maintenance – Slurry Seal | Recurring CS #37 | Jan. 1, 2009 | April 1, 2012 |
| 80224 | Restoring Bridge Approach Pavements Using High-Density Foam | Recurring CS #39 | Jan. 1, 2009 | Jan. 1, 2012 |
| 80255 | Stone Matrix Asphalt | Sections 406, 1003, 1004, 1030, and 1011 | Jan. 1, 2010 | Aug. 1, 2013 |
| 80143 | Subcontractor Mobilization Payments | Article 109.12 | April 2, 2005 | April 1, 2011 |

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|---|--|------------------|----------------|
| 80308 | Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch | Articles 606.02 and 606.11 | Nov. 1, 2012 | |
| 80286 | Temporary Erosion and Sediment Control | Articles 280.04 and 280.08 | Jan. 1, 2012 | |
| 80225 | Temporary Raised Pavement Marker | Recurring CS #38 | Jan. 1, 2009 | |
| 80256 | Temporary Water Filled Barrier | Section 708 and Article 1106.02 | Jan. 1, 2010 | Jan. 1, 2013 |
| 80273 | Traffic Control Deficiency Deduction | Article 105.03 | Aug. 1, 2011 | |
| 80270 | Utility Coordination and Conflicts | Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40 | April 1, 2011 | Jan. 1, 2012 |

The following special provisions require additional information from the designer. The Special Provisions are:

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

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the Illinois Department of Transportation's (IDOT) "Standard Specifications for Road and Bridge Construction," adopted January 1, 2013, (hereinafter referred to as the "Standard Specifications"); the "Manual on Uniform Traffic Control Devices for Streets and Highways" the "Manual of Test Procedures of Materials", in effect on the date of invitation for bids; the "Supplemental Specifications and Recurring Special Provisions," latest edition as indicated on the Check Sheet included herein, and Standard Specifications for Water and Sewer Main Construction in Illinois latest edition which apply to and govern the construction of Johnsbury Road Reconstruction, Section 05-00314-03-WR, Project TE-CMM-4003(205), Contract 63870, Village of Johnsbury, McHenry County. In case of conflict with any part or parts of the Standard Specifications, these Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located within the Village of Johnsbury in McHenry County, Illinois on Johnsbury Road (McHenry County Highway A26 - FAU 0168) from 700 feet east of Spring Grove Road to east of Chapel Hill Road. The total net and gross length of the project is 1,143 Lineal Feet (0.216 Miles).

DESCRIPTION OF PROJECT

The work consists of removal and disposal of unsuitable material, earth excavation, erosion control, subbase granular material, aggregate subgrade improvements, Class D Patches, full depth HMA pavement, hot mix asphalt base course, hot mix asphalt binder and surface courses, combination concrete curb and gutter, storm sewer, box culvert removal and replacement, hot mix asphalt driveways, roadway lighting, decorative pedestrian lighting, brick paved crosswalks, new sidewalks with decorative banding, thermoplastic pavement marking, restoration, and all incidental and collateral work necessary to complete the project and described herein.

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: January 24, 2013

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

| Name of Utility | Type | Location | Estimated Duration of Time for the Completion of Relocation or Adjustments |
|---|-------------------------------------|---|---|
| Com Ed Nora Fernandez: 123 Energy Avenue Rockford, Illinois 61109 815-490-2869 | Electric: Overhead | South side of Johnsburg Road and east side of Chapel Hill Road (Sta 53+22 to 55+00) | Facilities to be located and protected during construction. |
| Nicor Gas Constance Lane: 1844 Ferry Road Naperville, Illinois 60563 630-388-3830 | Gas: Mains and Vault | Johnsburg Road corridor various locations. | Facilities to be located and protected during construction. |
| AT&T Bruce Gilbert 222 West Jackson Woodstock, Illinois 60098 815-385-3322 | Telephone: Overhead and Ducts | Various - on ComEd poles and buried lines. | Facilities to be located and protected during construction. |
| Comcast Martha Gieras 688 Industrial Drive Elmhurst, Illinois 60126 630-600-6349 | Cable | Various On ComEd poles | Facilities to be located and protected during construction. |
| Village of Johnsburg Claudette Peters 815- 385-6023 | Sanitary Sewer | North side of Johnsburg Road and east side of Chapel Hill Road | Relocation of Sanitary Sewer during construction. Facilities to be located and protected during construction. |

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

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

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

TRAFFIC CONTROL PLAN

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

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

The Contractor shall contact the District One Bureau of Traffic, McHenry County Division of Transportation and Village of Johnsburg at least 72 hours in advance of beginning work.

Standards

701011, 701301, 701501, 701502, 701701, 701801, 701901, and 704001

Details

Suggested Maintenance of Traffic Plans

Detour Plan

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)

District One Typical Pavement Markings (TC-13)

Pavement Marking Letters and Symbols For Traffic Staging (TC-16)

Detour Signing for Closing State Highways (TC-21)

Arterial Road Information Signs (TC-22)

Driveway Entrance Signing (TC-26)

Special Provisions

Maintenance of Roadways

Public Convenience and Safety (Dist. 1)

Temporary Information Signing

Traffic Control and Protection (Arterials)

Pavement Patching (BDE)

PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Effective: May 1, 2012

Revised: July 15, 2012

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

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

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

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

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

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

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996

Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

Method of Measurement: All traffic control (except Traffic Control and Protection (Expressways)) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

Basis of Payment: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

CONTRACTOR COORDINATION

It is the responsibility of Contractor to coordinate the detour requirements as identified in these specifications and plans with other Contractors for any local road or state projects that may be constructed concurrently with this contract and that will be affected by the detours as part of this contract. This coordination may include but not limited to adjusting the locations of the detour signs periodically to accommodate for various staging of construction of any local road or state projects that the detours pass traffic through. This coordination will be paid for as part of TRAFFIC CONTROL AND PROTECTION (SPECIAL).

COMPLETION DATE PLUS WORKING DAYS

Effective: September 30, 1985

Revised: January 1, 2007

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on, August 31, 2014 except as specified herein.

The Contractor will be allowed to complete all clean-up work and punch list items within 10 working days after the completion date for opening the roadway to traffic. Under extenuating circumstances the Engineer may direct that certain items of work, not affecting the safe opening of the roadway to traffic, may be completed within the working days allowed for clean up work and punch list items. Temporary lane closures for this work may be allowed at the discretion of the Engineer.

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

FAILURE TO OPEN THE ROAD TO ALL TRAFFIC

Time is of the essence for completion of the construction work during the full road closure or Stage 3 of this project. No additional compensation will be provided to the Contractor or Subcontractors for use of additional crews, overtime and or work on Saturdays, Sundays or holidays. The Contractor shall be liable to the Department in the amount of \$2,500, not as a penalty but as liquidated damages, for each calendar day the roadways are not open to all traffic per Stage 3 requirements after the 45 calendar day detour.

FAILURE TO COMPLETE THE WORK ON TIME

Effective: September 30, 1985

Revised: January 1, 2007

Should the Contractor fail to complete the work on or before the completion dates as specified in the Special Provision for "Completion Date Plus Working Days", or within such extended time as may have been allowed by the Department, the Contractor shall be liable to the Department in the amount of \$2,500, not as a penalty but as liquidated damages, for each calendar day or a portion thereof of overrun in the contract time or such extended time as may have been allowed.

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

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

ADVANCED PUBLIC NOTIFICATION

Description: This work shall consist of furnishing, installing, maintaining, relocating temporary information signing and changeable message signs for various stages of construction.

The Contractor shall provide notice to the public a minimum of 5 days in advance of any work that requires the closure of lanes through the use of a changeable message sign or temporary information signing.

Basis of Payment: This work will be paid as TEMPORARY INFORMATION SIGNING in sq. ft. or as CHANGEABLE MESSAGE SIGN in calendar months.

FRICITION SURFACE AGGREGATE (D1)

Effective: January 1, 2011

Revised: November 1, 2013

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

“(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.

- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
- b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

Revise Article 1004.03(a) of the Standard Specifications to read:

“**1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA).** The aggregate shall be according to Article 1004.01 and the following revisions.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

| Use | Mixture | Aggregates Allowed |
|---------|---------------|---|
| Class A | Seal or Cover | <u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete |

| Use | Mixture | Aggregates Allowed | | | | | | | | |
|------------------------------|--|---|----------|---------|---------------|----------|---------------|---|---------------|--|
| HMA All Other | Shoulders | <u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete | | | | | | | | |
| HMA High ESAL Low ESAL | C Surface IL-12.5,IL-9.5, or IL-9.5L | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete | | | | | | | | |
| HMA High ESAL | D Surface IL-12.5 or IL-9.5 | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone (other than Limestone) Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} Crushed Concrete | | | | | | | | |
| | | <u>Other Combinations Allowed:</u> | | | | | | | | |
| | | <table border="1"> <thead> <tr> <th>Up to...</th> <th>With...</th> </tr> </thead> <tbody> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> <tr> <td>50% Limestone</td> <td>Any Mixture D aggregate other than Dolomite</td> </tr> <tr> <td>75% Limestone</td> <td>Crushed Slag (ACBF)^{1/} or Crushed Sandstone</td> </tr> </tbody> </table> | Up to... | With... | 25% Limestone | Dolomite | 50% Limestone | Any Mixture D aggregate other than Dolomite | 75% Limestone | Crushed Slag (ACBF) ^{1/} or Crushed Sandstone |
| | | Up to... | With... | | | | | | | |
| | | 25% Limestone | Dolomite | | | | | | | |
| 50% Limestone | Any Mixture D aggregate other than Dolomite | | | | | | | | | |
| 75% Limestone | Crushed Slag (ACBF) ^{1/} or Crushed Sandstone | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| HMA High ESAL | F Surface IL-12.5 or IL-9.5 | <u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{1/} Crushed Steel Slag ^{1/} No Limestone or no Crushed Gravel alone. | | | | | | | | |

| Use | Mixture | Aggregates Allowed | |
|------------------|------------------------------|--|--|
| | | <u>Other Combinations Allowed:</u> | |
| | | <i>Up to...</i> | <i>With...</i> |
| | | 50% Crushed Gravel, or Dolomite | Crushed Sandstone, Crushed Slag (ACBF) ^{1/} , Crushed Steel Slag ^{1/} , or Crystalline Crushed Stone |
| HMA High ESAL | SMA Ndesign 80 Surface | Crystalline Crushed Stone Crushed Sandstone Crushed Steel Slag | |

1/ When either slag is used, the blend percentages listed shall be by volume.

Add the following to Article 1004.03 (b):

“ When using Crushed Concrete, the quality shall be determined as follows. The Contractor shall obtain a representative sample from the stockpile, witnessed by the Engineer, at a frequency of 2500 tons (2300 metric tons). The sample shall be a minimum of 50 lb (25 kg). The Contractor shall submit the sample to the District Office. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent by weight will be applied for acceptance. The stockpile shall be sealed until test results are complete and found to meet the specifications above.”

FINE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Effective: May 1, 2007

Revised: January 1, 2012

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

“(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: November 1, 2013

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

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

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

“(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF, the mixture shall be removed. Removal will be paid in accordance to Article 109.04 of the Standard Specifications. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip.”

1) Design Composition and Volumetric Requirements

Revise the following table in Article 1030.01 of the Standard Specifications to read.

| | |
|-----------|--|
| High ESAL | IL-25.0 binder; IL-19.0 binder; IL-12.5 surface; IL-9.5 surface; IL-4.75, SMA |
|-----------|--|

Revise the following table in Article 1030.04(a)(1):

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

| High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1/} | | | | | | | | | | | | | | |
|--|------------|------------------|------------|------------------|------------|------------------|-----------|------------------|------------|-----------------|------------------------------|-------------------|-----------------------------|-------------------|
| Sieve Size | IL-25.0 mm | | IL-19.0 mm | | IL-12.5 mm | | IL-9.5 mm | | IL-4.75 mm | | SMA ^{4/} IL-12.5 mm | | SMA ^{4/} IL-9.5 mm | |
| | Min | max | min | max | min | max | min | max | min | max | min | max | min | max |
| 1 1/2 in. (37.5 mm) | | 100 | | | | | | | | | | | | |
| 1 in. (25 mm) | 90 | 100 | | 100 | | | | | | | | | | |
| 3/4 in. (19 mm) | | 90 | 82 | 100 | | 100 | | | | | | 100 | | |
| 1/2 in. (12.5 mm) | 45 | 75 | 50 | 85 | 90 | 100 | | 100 | | 100 | 80 | 100 | | 100 |
| 3/8 in. (9.5 mm) | | | | | | 89 | 90 | 100 | | 100 | | 65 | 90 | 100 |
| #4 (4.75 mm) | 24 | 42 ^{2/} | 24 | 50 ^{2/} | 28 | 65 | 32 | 69 | 90 | 100 | 20 | 30 | 36 | 50 |
| #8 (2.36 mm) | 16 | 31 | 20 | 36 | 28 | 48 ^{3/} | 32 | 52 ^{3/} | 70 | 90 | 16 | 24 ^{5/} | 16 | 32 |
| #16 (1.18 mm) | 10 | 22 | 10 | 25 | 10 | 32 | 10 | 32 | 50 | 65 | | | | |
| #30 (600 μm) | | | | | | | | | | | 12 | 16 | 12 | 18 |
| #50 (300 μm) | 4 | 12 | 4 | 12 | 4 | 15 | 4 | 15 | 15 | 30 | | | | |
| #100 (150 μm) | 3 | 9 | 3 | 9 | 3 | 10 | 3 | 10 | 10 | 18 | | | | |
| #200 (75 μm) | 3 | 6 | 3 | 6 | 4 | 6 | 4 | 6 | 7 | 9 ^{6/} | 7.0 | 9.0 ^{6/} | 7.5 | 9.5 ^{6/} |
| Ratio Dust/Asphalt Binder | | 1.0 | | 1.0 | | 1.0 | | 1.0 | | 1.0 | | 1.5 | | 1.5 |

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the #4 (4.75 mm) sieve for binder courses with Ndesign ≥ 90.
- 3/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign ≥ 90.
- 4/ The maximum percent passing the 20 μm sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the #8 (2.36mm) sieve shall not be adjusted above 24 percent.
- 6/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer."

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

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

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

| VOLUMETRIC REQUIREMENTS High ESAL | | | | | | |
|--------------------------------------|---|---------|---------|--------|-----------------------|---|
| Ndesign | Voids in the Mineral Aggregate (VMA), % minimum | | | | | Voids Filled with Asphalt Binder (VFA), % |
| | IL-25.0 | IL-19.0 | IL-12.5 | IL-9.5 | IL-4.75 ^{1/} | |
| 50 | 12.0 | 13.0 | 14.0 | 15.0 | 18.5 | 65 – 78 ^{2/} |
| 70 | | | | | 65 - 75 | |
| 90 | | | | | | |
| 105 | | | | | | |

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

2/ VFA for IL-4.75 shall be 72-85%”

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

Revise table in Article 1030.04(b)(5) as follows:

“(5) SMA Mixtures.

| Volumetric Requirements SMA ^{1/} | | | |
|--|---------------------------|--|------------------------------------|
| Ndesign | Design Air Voids Target % | Voids in the Mineral Aggregate (VMA), % min. | Voids Filled with Asphalt (VFA), % |
| 80 ^{4/} | 3.5 | 17 ^{2/} | 75 - 83 |
| | | 16 ^{3/} | |

1/ Maximum Draindown shall be 0.3%.

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

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

4/ For surface course, coarse aggregate shall be Class B Quality; the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone.*

For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.*

*Blending of different types of aggregate will not be permitted.

2) Design Verification and Production

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

When the options of Warm Mix Asphalt, Reclaimed Asphalt Shingles, or Reclaimed Asphalt Pavement are used by the Contractor, the Hamburg Wheel and tensile strength requirements in this special provision will be superseded by the special provisions for Warm Mix Asphalt and/or by the District special provision for Reclaimed Asphalt Pavement and Reclaimed Asphalt Shingles as applicable.

Mix Design Testing. Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department’s verification test, the Contractor shall make the necessary changes to the mix and resubmit compacted specimens to the Department for verification. If the mix fails again, the mix design will be rejected.

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

(1)Hamburg Wheel Test criteria.

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

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

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

Production Testing.

Revise first paragraph of Article 1030.06(a) to read:

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

Delete second paragraph of Article 1030.06 (a).

Revise first sentence in fourth paragraph of Article 1030.06 (a) to read:

“Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable.”

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

Add the following to Article 1030.06 of the Standard Specifications:

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

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

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

Basis of Payment. Revise the seventh paragraph of Article 406.14 of the Standard Specifications to read:

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

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

BITUMINOUS PRIME COAT FOR HOT-MIX ASPHALT PAVEMENT (FULL DEPTH) (D-1)

Effective: May 1, 2007

Revise Article 407.06(b) of the Standard Specifications to read:

“A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b) at a rate of 0.02 to 0.05 gal/sq yd (0.1 to 0.2 L/sq m), the exact rate to be determined by the Engineer.”

Revise the second paragraph of Article 407.12 of the Standard Specifications to read:

“Prime Coat will be paid for at the contract unit price per gallon (liter) or per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT).”

RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)

Effective: November 1, 2012

Revise: November 1, 2013

Revise Section 1031 of the Standard Specifications to read:

“SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting from cold milling or crushing an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum “Reclaimed Asphalt Shingle (RAS) Sources”, by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
 - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
 - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. “Non- Quality, FRAP -#4 or Type 2 RAS”, etc...).
- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.

- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

- (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
- (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restocking. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
 - (1) During Stockpiling. Washed extraction and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 1000 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.
 - (2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

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

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

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

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

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

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

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

- (b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, will be accepted if within the tolerances listed below.

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

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

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

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

- (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
- (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
- (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

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

If the quality is not known, the quality shall be determined as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for

the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

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

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

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.
- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.

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

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

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

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

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10%.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

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

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

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

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

- (1) Dryer Drum Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton)
- (2) Batch Plants.
 - a. Date, month, year, and time to the nearest minute for each print.
 - b. HMA mix number assigned by the Department.
 - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
 - d. Mineral filler weight to the nearest pound (kilogram).
 - f. RAS and FRAP weight to the nearest pound (kilogram).
 - g. Virgin asphalt binder weight to the nearest pound (kilogram).
 - h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Effective: April 1, 2011
 Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

- "(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) 1030
- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

| Property | Test Method | Requirement |
|-----------------------------|-------------|----------------|
| Durometer Hardness, Shore A | ASTM D 2240 | 75 ±15 |
| Tensile Strength, psi (kPa) | ASTM D 412 | 300 (2000) min |
| Elongation, percent | ASTM D 412 | 90 min |
| Specific Gravity | ASTM D 792 | 1.0 - 1.3 |
| Brittleness, °F (°C) | ASTM D 746 | -40 (-40)" |

Revise Article 603.07 of the Standard Specifications to read:

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

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be

protected meets the proper sizing requirements for the rubber ramps as shown below.

| Dimension | Requirement |
|---|---|
| Inside Opening | Outside dimensions of casting + 1 in. (25 mm) |
| Thickness at inside edge | Height of casting \pm 1/4 in. (6 mm) |
| Thickness at outside edge | 1/4 in. (6 mm) max. |
| Width, measured from inside opening to outside edge | 8 1/2 in. (215 mm) min |

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006

Revised: January 1, 2013

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

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

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

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

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

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

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by

continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ± 0.40 percent.”

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

“(c) RAP Materials (Note 3)1031”

Add the following note to 1030.02 of the Standard Specifications:

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

SIGN SHOP DRAWING SUBMITTAL

Effective: January 22, 2013

Add the following paragraph to Article 720.03:

“Shop drawings will be required, according to Article 105.04, for all Arterials/Expressway signs except standards/highway signs covered in the MUTCD. Shop drawings shall be submitted to the Engineer for review and approval prior to fabrication. The shop drawings shall include dimensions, letter sizing, font type, colors and materials.”

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description: This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials: Materials shall be according to the following Articles of Section 1000 - Materials:

| | <u>Item</u> | <u>Article/Section</u> |
|-----|-------------------------|------------------------|
| a.) | Sign Base (Notes 1 & 2) | 1090 |
| b.) | Sign Face (Note 3) | 1091 |
| c.) | Sign Legends | 1092 |
| d.) | Sign Supports | 1093 |
| e.) | Overlay Panels (Note 4) | 1090.01 |

Note 1. The Contractor may use 16mm (5/8 inch) instead of 19mm (3/4 inch) thick plywood.

Note 2. Type A sheeting can be used on the plywood base.

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1084.02(b).

Note 4. The overlay panels shall be 2mm (0.08 inch) thick.

General Construction Requirements

Installation: The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 702.05 and Article 720.04. The signs shall be 2.1m (7') above the near edge of the pavement and shall be a minimum of 600mm (2') beyond the edge of the paved shoulder. A minimum of 2 posts shall be used.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Signs which are placed on overhead bridge structures shall be fastened to the handrail with stainless steel bands. These signs shall rest on the concrete parapet where possible. The Contractor shall furnish mounting details for approval by the Engineer.

Method of Measurement: This work shall be measured for payment in square feet edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis of Payment: This work shall be paid for at the contract unit price per square meter (square feet) for TEMPORARY INFORMATION SIGNING, which price shall be full compensation for all labor, equipment and materials required for performing the work as herein specified.

TEMPORARY PAVEMENT

Effective: March 1, 2003

Revised: April 10, 2008

Description. This work shall consist of constructing a temporary pavement at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland cement concrete and HMA are shown in the plans.

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

Method of Measurement. Temporary pavement will be measured in place and the area computed in square yards (square meters).

Basis of Payment. This work will be paid for at the contract unit price per square yard for TEMPORARY PAVEMENT.

Removal of temporary pavement will be paid for at the contract unit price per square yard for PAVEMENT REMOVAL.

FENCE REMOVAL

This work shall consist of removing and disposing of various types of fence including rails, posts, and foundations at locations shown on the plans and as directed by the Engineer.

Method of Measurement: This work shall be measured for payment per lineal foot of fence removed.

Basis of Payment: This work shall be paid for at the contract unit price per lineal foot for FENCE REMOVAL, which price shall be full compensation for all labor and equipment required for performing the work as herein specified.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001

Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

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

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

- (a) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (a) 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.
- (b) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

- (a) Upon construction of the temporary access, sixty percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.”

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: November 1, 2013

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 |
| (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 or CS 02 but shall not exceed 40 percent of the total product. The top size of the Coarse 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 or CS 02 are used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

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 CS 01 or CS 02 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 Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

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) 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:

"1004.06 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.
- (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 thicknesses of 12 in. (300 mm) or greater shall be CS 01 or CS 02.

| COARSE AGGREGATE SUBGRADE GRADATIONS | | | | | |
|---|--------------------------------|--------|---------|---------|---------|
| Grad No. | Sieve Size and Percent Passing | | | | |
| | 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 | | | | |
| | 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.
- (3) Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

STABILIZED DRIVEWAYS

This work shall consist of furnishing, placing and compacting hot-mix asphalt driveway pavement at locations shown on the plans and as directed by the Engineer.

This work shall conform to the applicable Sections of Articles 311, 355 and 406.

Residential driveways and field entrances shall be constructed to a nominal thickness of 6 inches. Commercial driveways shall be constructed to a nominal thickness of 8 inches. Each shall have a minimum 2" thick surface course (HMA Surface Course, Mix "D", N50) with the balance constructed using hot mix asphalt base course (HMA Base Course, 4" or 6"). Aggregate and bituminous material prime coats shall be applied according to Article 406 and as directed by the Engineer. The driveway shall be constructed on a 4 inch compacted aggregate subbase conforming to the applicable Sections of Article 311 for Subbase Granular Materials Type B.

Method of Measurement: Stabilized driveways will be measured in place and the area computed in square yards. Aggregate subbase and aggregate and bituminous material prime coats will not be measured for payment but shall be considered included in payment for Stabilized Driveways of the thickness specified.

Basis of Payment: The work will be paid at the contract unit price per square yard for STABILIZED DRIVEWAYS, 6 INCH or STABILIZED DRIVEWAYS, 8 INCH.

COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL)

Description: This work shall consist of constructing combination concrete curb and gutter Type M as detailed in the plans and shall be performed in accordance with all applicable articles of Section 606 of the Standard Specifications.

Method of Measurement: This work shall be measured per lineal foot along the face of curb.

Basis of Payment: This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE M (SPECIAL), which price shall be full payment for all materials, labor, and equipment necessary to construct the curb and gutter.

EMBANKMENT II

Effective: March 1, 2011

Revised: November 1, 2013

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

Material. Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present. The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples. Embankment material shall be sampled and tested before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior

to use in order that laboratory tests for compaction can be performed. Embankment material placement cannot begin until tests are completed.

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

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

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

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

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

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

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

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

Effective: November 1, 2011

Revised: November 1, 2013

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

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

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

EXPLORATION TRENCH (SPECIAL)

Description: This work shall be in accordance with Section 213 of the Standard Specifications in so far as applicable and the following provisions.

This item shall consist of excavating a trench at locations as directed by the Engineer for the purpose of locating existing sewer lines, water mains, sanitary sewers and other utilities within or adjacent to the proposed project limits.

The trench shall be deep enough to expose the sewer lines, water mains, sanitary sewers or other utilities. The width of the trench shall be sufficient to allow proper investigation to determine if the existing facility needs to be adjusted.

The Contractor shall familiarize himself with the locations of all underground utilities of facilities as outlined in applicable Articles 105 of the Standard Specifications and shall save such facilities from damage.

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

Payment shall be based on actual length of trench explored without change in unit price because of adjustment in plan quantities due to field conditions.

Method of Measurement: This work shall be measured in place and measured per cubic yard.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for EXPLORATION TRENCH (SPECIAL) and no extra compensation will be allowed for any delays, inconvenience or damage sustained by the Contractor in performing this work. This price shall include excavation, backfill, and disposal of excess material.

MANHOLE, SPECIAL

This work shall consist of furnishing and installation of a seven foot manhole with restrictor plate in accordance with all applicable articles of the Standard Specifications and details in the plans.

Basis of Payment: This work will be paid for at the contract unit price each for MANHOLE, SPECIAL, which price shall include all frames, lids, concrete and reinforcement, plate, angles and all excavation and backfilling and other related work.

ENVIRONMENTAL NOTICE FOR DRAINAGE STRUCTURES

This work shall consist of providing an environmental notice that shall be placed on all proposed open lid drainage structures.

The text of the notice shall be "DUMP NO WASTE" and "DRAINS TO WATERWAYS" or similar wording meeting the approval of the Engineer. The notice shall be cast into the top of the lid, curb inlet, or grate (if the frame does not have a curb inlet).

If the Engineer determines that the proposed grate is not of sufficient size to allow the text of the notice to be cast or engraved into the grate, the Contractor shall furnish and install a separate grey iron or ductile iron casting plate with the notice cast or engraved into the plate. The Contractor shall embed the plate in

the plastic concrete flush with the top of curb at curb drainage structure locations as the curb is constructed.

The plate shall be East Jordan Iron Works, Inc. 7001 PL 1, Neenah Foundry Company R-3000-A.

The cost of this work will not be paid for separately, but shall be included in the contract unit price for the various drainage structures being constructed.

DRAINAGE STRUCTURE TO BE REMOVED

This work shall consist of the removal of existing drainage and sanitary structures and shall be performed in accordance with all applicable articles of Section 605 of the Standard Specifications except that manholes, valve vaults, catch basins and inlets shall all be considered as drainage structures. This work shall include all trench backfill required to fill excavated trenches.

Removal of vaults shall be coordinated with the Village of Johnsburg Public Works Department and disposal of the vault shall be made at the public works facility

Basis of Payment: Drainage structure removal will be paid for at the contract unit price per each for DRAINAGE STRUCTURE TO BE REMOVED, regardless of type, which price shall include all excavation and backfilling, removing and disposing of structure and all sheeting or shoring required.

DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED

This work shall consist of the reconstruction of existing drainage, sanitary and utility structures and shall be performed in accordance with all applicable articles of Section 602 and 603 of the Standard Specifications except that manholes, valve vaults, catch basins and inlets shall all be considered as drainage and utility structures.

Basis of Payment: Drainage structure adjustment will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED, regardless of type, which price shall include all excavation and backfilling, removing and disposing of structure as necessary, materials for reconstruction and all sheeting or shoring required, and chimney seals.

DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED

This work shall consist of the adjustment of existing drainage, sanitary and utility structures and shall be performed in accordance with all applicable articles of Section 602 and 603 of the Standard Specifications except that manholes, valve vaults, catch basins and inlets shall all be considered as drainage and utility structures.

Basis of Payment: Drainage structure adjustment will be paid for at the contract unit price per each for DRAINAGE AND UTILITY STRUCTURES TO BE ADJUSTED, regardless of type, which price shall include all excavation and backfilling, removing and disposing of structure as necessary, materials for reconstruction and all sheeting or shoring required, and chimney seals.

PEDESTRIAN RAIL (SPECIAL)

Description: This item shall include the furnishing of all materials and the necessary labor to construct and erect the completed railing as specified on the plans and as specified herein. The line and grade of the railing shall be true to that shown on the plans and not follow any defects. Railing posts shall be vertical. Tops of railings shall be parallel to the grade line.

Materials: Materials shall meet the applicable requirements of Article 509.02 of the Standard Specifications.

Construction: This item shall meet the applicable construction requirements of Article 509.03 of the Standard Specifications except all posts, railings, pickets, splices and anchor devices shall be powder coated black. The powder coating system to be used shall be approved by the Engineer prior to the coating process. The Contractor shall submit to the engineer for approval a sample of the final powder coat finish.

Method of Measurement: Railing will be measured in feet. The length paid for will be the overall length along the top longitudinal railing through all posts and gaps.

Basis of Payment: Railing will be paid for at the contract unit price per foot for PEDESTRIAN RAIL (SPECIAL), which price shall include all materials, fabrication, transportation, erection, cleaning and painting.

BRICK PAVER BANDING

Description: This item shall be in accordance with the special provision, plans, and details. This work consists of providing all equipment, materials and labor necessary to construct a brick paver banding strip on a prepared concrete paver bed, and sand setting bed as specified at the locations marked on the Plans and as directed by the Engineer.

Paving Patterns: The paving pattern shall be Herringbone 90.

1. Qualifications

- A. The Contractor shall provide evidence that his firm or proposed subcontractor has sufficient experience in brick paving work by means of references.

2. Delivery

- A. Brick pavers shall be delivered to the site in steel banded, plastic banded or plastic wrapped cubes capable of transfer by forklift or clamp lift. The pavers shall be unloaded at the job site in such a manner that no damage occurs to the product.
- B. Sand shall be covered with waterproof covering to prevent exposure to rainfall or removal by wind. The covering shall be secured in place.

3. Brick Pavers

- A. Paveloc Paving stones by Paveloc Industries shall be used. Selection shall be approved by the Engineer and Village representative.
- B. Brick pavers shall be approximately 8.40" x 4.19" x 2.38" in size. Length, width or height of bricks shall not differ by more than 1/16 of an inch from specified dimensions.
- C. All pavers shall have a minimum compressive strength of 14,000 PSI.
- D. Paver colors are shown on the plans and details to be approved by the Village Representative.

4. Base

A. Concrete Paver Bed

Concrete base shall be constructed in accordance with Section 420 of the Standard Specifications. Provide weep holes as indicated on the plans. Fill weep holes with clear stone aggregate to drain. The Concrete Paver Bed will be included in the unit cost per square foot for BRICK PAVER BANDING.

5. Filter Fabric

Filter Fabric shall be installed on top of the Concrete Paver Bed. Fabric shall be as specified in Section 282. Fabric shall be laid flat without wrinkles or folds, it shall be cut as required to fit around obstacles. Strips of fabric shall overlap 6 inches at the seams. Fabric shall be wrapped up the side face of the concrete curb, plastic paver restraint, concrete trim, utility grates, boxes and poles and sidewalks. Fabric shall extend under the sand setting bed a minimum of 18" from all edges as described above. After installation of the polymeric sand setting bed, the fabric shall be trimmed to 1/2" below finish grade.

6. Protection Layer

The protection layer shall be a Neo-Asphalt Adhesive Bedding. Karnak #237-2% AF Neo-Asphalt (Adhesive).

7. Sand Course

Bedding and joint sand shall be clean, non-plastic, free from deleterious foreign matter. The sand shall be natural or manufactured from the crushed rock. Limestone screenings or stone dust shall not be used. Grading of sand samples for the setting bed shall meet the requirements of Section 1003 for FA 2. Mason sand shall not be used.

8. Paver Joint Material

Paver joint materials shall be Polymeric Sand, or approved equal, clean, and free from deleterious foreign matter. Limestone screenings, stone dust, or plain sand shall not be used.

9. Installation

- A. No paver setting work shall be performed when the underlayment has free moisture, ice, or snow, or when the sand or base materials are frozen.
- B. Sand setting bed shall be spread over the base as a setting bed for pavers. Sand shall be spread 1 in. thick and leveled to required slope and grade. Minimum thickness of sand shall be 1 in. after leveling. Bed shall not be compacted until pavers are installed. Surface tolerance shall be within 1/8" in. of required grade.
- C. Place pavers by hand in straight courses with hand tight joints and uniform top surface. Joints between the pavers shall be uniformly 2 to 3 mm wide. Good alignment shall be kept and patterns shall be as shown on plans and details.
- D. Protect the alignment and elevations of the newly laid pavers with plywood sheeting at all times. Advance the plywood as work progresses and maintain plywood protection over all areas subject to movement of materials, workers and equipment.
- E. Pavers shall be cut only when necessary and used in courses as indicated on plans and details. Cutting shall be done with a masonry saw and shall be neat and straight, with no blemishes to the paver's surface. Fill gaps at the inside edge of the soldier course border with cut pavers.
- F. Joints in the underlayment, if any, shall not reflect up through the setting bed and paver system.

- G. Use a low amplitude, high frequency plate vibrator to vibrate the pavers into the sand. Compaction equipment shall have a minimum centrifugal compaction force of 13kN.
- H. The pavers shall be compacted after setting; the sand shall be swept into the dry joints and vibrated until they are full. This will require at least two or three passes with the vibrator.
- I. All work to within 1 yard of the laying face must be left fully compacted with sand filled joints at the completion of each day.
- J. Sweep off excess sand when the job is complete.
- K. The final surface elevations of pavers shall be within 1/8" in. of required grade.
- L. The surface elevation of pavers shall be 1/4" above adjacent drainage inlets, curbs, concrete collars or channels.
- M. After removal of excess sand, check final elevations for conformance to the drawings.

Method of Measurement: Brick Paver Banding shall be measured in place in square feet.

Basis of Payment: Brick pavers shall be paid for at the contract unit price per square foot for BRICK PAVER BANDING, which price shall include furnishing all equipment, material and labor necessary to construct the sand course, filter fabric, protection layer, concrete paver bed, brick pavers, and sand joints.

STAMPED ASPHALT CROSSWALK

DESCRIPTION: The work will be described as hot-applied stamped synthetic crosswalk pavement material. The stamped patterned treatment shall be applied according to the manufacturer's specifications, as amended in these specifications and as shown on the plans. For the purpose of this specification, patterns are defined as palpable surface markings. Joint openings shall not exceed three quarters of one inch in width.

MATERIALS: Hot-applied stamped synthetic crosswalk pavement material consists of stamping a hot resin-based compound to create the appearance of hand-laid decorative paving products. The hot applied polymer modified synthetic asphalt surface treatment incorporates polymers, binder resin, aggregates and fibers laid at approx 3/4 inch thick with integral color throughout.

Acceptable manufacturers include:

Traffic Management USA, LLC
110 Thompson Rd, Suite 102-A
Hiram, Georgia USA 30141
Office: 770-505-4044
<http://www.trafficmgmtusa.com/>

The Contractor must provide references to the McHenry County Division of Transportation (MCDOT) for the Subcontractor(s) that will do this work. It will be up to MCDOT to approve or disapprove the Subcontractor to do this work.

Color and pattern to be used is identified in the plans or by the Engineer.

Meet manufacturer's specifications for all pattern/texture templates, coating and coloring materials. Use only material that is delivered to the job site in sealed containers bearing the manufacturer's original labels. The manufacturer should certify that they have tested the material in place in accordance with

ASTM E-274, Skid Resistance of Paved Surfaces Using a standard ribbed full Scale Tire at a speed of 40 mph (FN40R) and has a minimum FN40R value of 35.

MATERIAL ACCEPTANCE: The Contractor must provide a Manufacturer's written certification that the material complies with these specifications.

CONSTRUCTION REQUIREMENTS: When installing onto asphalt, the surface shall be compacted by traffic and the asphalt oils dispersed to avoid transmission to the stamped asphalt crosswalk surface.

Saw cut area to be imprinted along border of entire application area. Remove a depth of 0.75" or as required per manufacturer's specifications, of HMA surface in application area.

Site conditions shall be dry before installing the stamped asphalt crosswalk. The surface may be dried with propane to ensure dry conditions. After placing and while the material is still molten, a specially designed stamp is placed into the material to form a pattern. Pattern shall be consistent with design shown in the plans or as approved by the Engineer. Finish grade of the stamped asphalt crosswalk shall be flush with adjacent paving surfaces.

Protect treated surfaces from traffic and environmental effects until the area is completely coated/imprinted, and material has dried or cured according to the manufacturer's instructions. Complete all utility and other items requiring a cut and installation under the finished surface, prior to pattern installation.

At crosswalk locations with handicap access, application must be placed to ensure the transition between the textured pavement and curb and gutter meet current local, state and federal guidelines. Failure to comply, as determined by the Engineer, will result in removal and replacement of the entire textured area at no additional cost.

Upon completion of the installation, the Engineer will check the area at random locations for geometric accuracy, as specified in the plans. If any of the chosen areas have an imprint depth that is less than the manufacturer's specifications, correct the entire textured area, at no additional cost.

Supply the specified color chips for the Engineer's use to visually determine that the material matches the color specified in the plans. For any continuous or touching area, i.e. all treated areas of an intersection, color materials must be from the same lot/batch.

WARRANTY: Manufacturer must provide warranty that material will maintain a depth of at least 50% of the original installed depth and width, and that the color will be maintained with normal use for period of two (2) years. The warranty period will begin on the date of Final Acceptance of the work. Contractor shall provide Engineer with a hard copy of warrantee.

MEASUREMENT: The quantity to be paid will be the area in square yard of STAMPED ASPHALT CROSSWALK, measured in place, completed and accepted. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, or by any public utility appurtenances within the asphalt area. Asphalt or concrete materials placed prior to treatment will be paid separately under the appropriate pay items. Milling required for the placement of patterned/textured pavement will be included in the cost of the patterned/textured pavement.

BASIS OF PAYMENT: This work will be paid for at the Contract Unit Price per square foot for STAMPED ASPHALT CROSSWALK which price will be payment in full for completing the Work as described herein including milling required for placement and surface materials including colors, surface materials, including colors, sealers, and/or resins.

BENCHES

Description: This work will consist of furnishing and installing the benches in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the Contractor for approval.

Construction Requirements: The benches shall be CityView Cast End Backed, Model CV1-1010DF by Site Scapes, Inc., color "onyx", 6' length, bolted in place. The bench finish shall be "Duracoat." The bench shall be installed per the manufacture's specifications.

Measurement and Basis of Payment: This work shall be paid for at the contract unit price per each for BENCHES, which the price shall include all materials, equipment and labor needed to furnish and install the work as specified.

TRASH RECEPTACLE, FURNISH & INSTALL

Description: This work will consist of furnishing and installing the trash receptacles in locations shown on the plans, details and as specified herein. A shop drawing shall be submitted by the Contractor for approval.

Construction Requirements: The trash receptacles shall be Receptacle 102-32SH-FTO by DuMor, Inc., 32 gallon, color black, powder coat finish, bolted in place per manufacturer's recommendations or as approved by the Engineer. All keys for trash receptacle locks shall be delivered to the Owner upon acceptance of the work.

Measurement and Basis of Payment: This work shall be paid for at the contract unit price per each for TRASH RECEPTACLE, FURNISH AND INSTALL which the price shall include all materials, equipment, and labor necessary to furnish and install the work as specified.

STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE

Description: This work shall consist of constructing integrally colored Portland cement concrete median with imprinted pattern, surface hardener, and cure/sealer. See plans for locations where the concrete shall be six inches or eight inches thick.

Submittals: Manufacturers' data sheets shall be submitted on each product to be used, including preparation instructions, storage and handling requirements, and installation methods.

Quality Assurance: The installer shall provide a qualified foreman or supervisor who has a minimum of three years' experience with imprinted and textured concrete, and who has successfully completed at least five imprinted concrete installations of high quality and similar in scope to that required. The concrete shall be cast-in-place on the job site by trained and experienced workers. Obtain materials from the same source for all the colored and imprinted work.

Mock-Up: Prior to beginning work, provide field samples of integrally colored Portland cement concrete with imprinted pattern, surface hardener, and cure/sealer. Samples to be 48 inches by 48 inches in size with surface colors and patterns specified. Do not proceed with work until the workmanship, pattern, color, and sheen are approved by Engineer. Refinish mock-ups or provide additional samples as required to obtain Engineer's approval.

Materials: Provide all materials in accordance with Section 606 of the Standard Specifications. Provide Canyon Stone pattern with Sienna integral color and Caramel color hardener. Final pattern and color selections shall be approved by the Engineer.

Integral coloring admixture shall be a non-fading synthetic oxide pigment meeting ASTM C979 at a 6% minimum percent loading and a maximum 8% loading by weight of the cementitious materials in the mix. Add integral color according to manufacturer's instructions.

Color hardener shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

Form release agent shall be provided in clear liquid form and shall be applied to the surface of the concrete according to the manufacturer's instructions and recommended application techniques.

Curing agent shall be a liquid membrane-forming clear curing compound conforming to AASHTO M148, Type 1. Apply curing compound for integrally colored concrete according to the manufacturer's instructions and recommended application techniques. Apply the curing compound at a uniform interval after each pour to maintain consistency in finished coloration.

Use admixtures designed for use and compatibility with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides. Use the same admixtures for colored concrete pavement throughout the project.

Joint fillers shall be selected to match the integral colors selected for the project.

Equipment: Imprinting tools shall be used for texturing freshly placed concrete in a pattern/texture as approved by Engineer. Tools are to be used according to the manufacturer's instructions.

General: This work shall be according to Section 606 of the Standard Specifications and the following;

Colored concrete mixes for the entire project are to be consistent. If the contractor chooses to provide mixes with High Early Strength, then all colored concrete will be provided with the same mix.

If additional water is added to the colored concrete once a truck is on site, this concrete will be rejected.

If Engineer allows, minimal amounts of water may be applied to the surface of the colored concrete to complete the final surface finishing operations, If too much water is added to the surface of the colored concrete during final surface finishing operations such that the colored concrete no longer conforms to the approved color, the colored concrete may be rejected and replaced at the direction of Engineer.

Cover and protect adjacent construction and concrete from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored concrete as Engineer directs.

Uniformly apply liquid release agent onto the colored, still plastic state concrete to provide clean release of imprinting tools from the concrete surface without lifting imprint or rearing concrete.

Contractor shall monitor the setting up of the concrete. Once the concrete is ready for imprinting, contractor shall accurately align and place the imprinting stamps uniformly pressing or pounding the imprint tools to produce the required pattern and depth of imprint on the concrete surface. Remove platform tools immediately. Hand texture and stamp edges and surfaces unable to be imprinted with the stamping mats. Touch up imperfections such as broken corners, double imprints, and surface cracks.

Do not cure colored concrete using plastic sheeting unless necessary due to weather conditions. Plastic sheeting shall not be laid directly on top of the concrete, as discoloration will occur. Plastic shall be suspended above the concrete.

All completed areas of colored concrete shall be of consistent color and appearance and must meet the approval of Engineer. Any finished areas that are rejected by Engineer shall be removed and replaced by Contractor at no additional cost.

Method of Measurement: STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 6 INCH and STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 8 INCH will be measured for payment in place and the area computed per square feet. Concrete curb and gutter around the median will be measured separately for payment.

Basis of Payment: Construction of STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 6 INCH and STAMPED COLORED PORTLAND CEMENT CONCRETE MEDIAN SURFACE 8 INCH will be paid for at the contract unit price per square foot.

TELESCOPING STEEL SIGN SUPPORT (SPECIAL)

This work shall consist of furnishing and installing telescoping steel sign supports for ground-mounted signs utilizing a telescoping base section in accordance with applicable articles of Section 728 and as detailed in the plans and the following.

Posts as specified in article 1093.01 (c) shall be formed of 12 gage steel, except that the base shall be formed of 12 gage steel. Holes 7/16+or-1/64 inch diameter will be spaced one inch on centers on all sides for the entire length of the posts. Holes shall be on the centerline of each side in true alignment and opposite of each other to accept a 3/8 inch bolt through the post at any location. The post shall have a smooth galvanized finish applied either before or after forming.

The base shall be constructed with 12 gage steel winged anchors by using standard tubular steel and welding metal triangular fins on each corner of the tubular steel. The four triangular fins shall be 10" long by 4" wide mounted 9" from the top of the base pointing in a downward direction. The base shall be 3 feet in length. The base shall have a smooth galvanized finish applied either after fabrication.

Splicing of the top section will not be permitted.

The base shall be driven according to Article 728.04 (b) except that leaving top 9" above the adjacent finished ground surface.

Method of Measurement: This work will be measured for payment in feet. The length measured will be the total length of all sections installed, except for any telescoping of a top section more than 12 inch into a base section.

Basis of Payment: This work will be paid for at the contract unit price per lineal foot for TELESCOPING STEEL SIGN SUPPORT (SPECIAL).

BASE FOR TELESCOPING SIGN SUPPORT ,SPECIAL

This work shall be performed in accordance with the applicable Articles of Section 731 and as detailed in the plans and the following.

The Contractor shall install these bases per manufacturer's instructions. Designovations, Inc. Model SNAP'n Safe shall be used.

Method of Measurement: Each base will be measured as an individual unit complete in place.

Basis of Payment: This work will be paid at the contract unit price per each for BASE FOR TELESCOPING SIGN SUPPORT, SPECIAL.

SIGN PANEL

Description. This work shall consist of furnishing sign panels, complete with 3M Diamond Grade DG3 sign faces and Clearview Font 3-W legends, and installing them on previously erected sign supports, sign structures, traffic signal standards, light standards, concrete surface, telescoping steel sign supports or dual adjustable angle sign support brackets.

Materials. Materials shall be as specified in Table 200-1 and the reflective sheeting shall meet the State of Illinois, Department of Transportation Specification for Prismatic Reflective Sheeting for Highway Signs, T-36-95, Type AZ. In addition, the material shall meet the applicable requirements of T601 .01 of the Standard Specifications for Traffic Control Items with the exception that all sign panels shall be at least 0.080 inches thick. All process paste and clear coating, where recommended by the manufacturer shall be in accordance with the sheeting manufacturer's recommendation.

A copy of the State of Illinois, Department of Transportation Specification for the Type. AZ Prismatic Reflective Sheeting will be provided by this department upon request.

Installation Requirements. Sign panels shall be installed using all required supporting channels, brackets and mounting hardware in accordance with the details shown in the plans or as directed by the Engineer. Nylon flat washers shall be used and tightened from behind to prevent damage to sign face reflective sheeting. Following the completion of the sign installation, the protrusion of the 5/16" diameter stainless steel, zinc or cadmium plated steel hex bolt on the back of the installation shall be bent to prohibit its removal.

Method of Measurement. Sign panels shall be measured for payment in square feet. The area used for measurement shall be the area of the smallest rectangle that will circumscribe each individual sign panel with the exception of the NO PASSING ZONE sign, W14-3, which shall be the actual sign face area.

Basis of Payment. The work shall be paid for at the contract unit price per square foot for SIGN PANEL of the type specified which price shall include furnishing the sign, complete with required supporting channels, brackets and mounting hardware, installing it on previously erected sign support(s), sign structures, traffic signal standard, light standard, concrete surface, telescoping steel sign support or dual adjustable angle sign support.

REMOVAL AND DISPOSAL OF EXISTING FORCE MAIN

This work shall be in performed in accordance with Section 551 of the Standard Specifications except that force main shall be considered storm sewer.

No existing force main will be considered salvageable and all will need to be disposed in accordance with the applicable requirements of Article 202.03.

Method of Measurement: This work will be measured for payment in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for REMOVAL AND DISPOSAL OF EXISTING FORCE MAIN.

FORCE MAIN TO BE ADJUSTED

This work shall be in performed in accordance with Section 563 of the Standard Specifications except that force main shall be considered sanitary sewer and trench backfill included in the cost of FORCE MAIN TO BE ADJUSTED..

Method of Measurement: This work will be measured for payment per each location.

Basis of Payment: This work will be paid for at the contract unit price per each for FORCE MAIN TO BE ADJUSTED.

MANHOLES, SANITARY, 4' DIAMETER, TYPE I FRAME, CLOSED LID

Description. This work shall consist of furnishing and installing a precast concrete sanitary manhole.

- A. Sanitary Manholes shall meet the requirements of Division III, Section 32 MANHOLES FOR STORM AND SANITARY SEWERS of the "Standards Specification for Water and Sewer Main Construction in Illinois" (latest revision).
- B. Normal-Traffic Precast Reinforced Concrete Manholes:
 1. Comply with ASTM C478.
 2. Diameter: 48 inches minimum, unless otherwise noted.
 3. Ballast: Increase thickness of precast concrete sections or add concrete to base section, as required to prevent flotation. Precast manhole supplier must verify the buoyancy conditions have been met during shop drawing submission phase.
 4. Base Section: 6-inch minimum thickness for floor slab and 4-inch minimum thickness for walls and base riser section, floor slab shall be precast with first riser section.
 5. Riser Sections: 4-inch minimum thickness, and lengths to provide depth indicated
 6. Top Section: Eccentric-cone type, unless concentric-cone or flat-slab-type is indicated. Top of cone to have internal diameter of 24 inches.
 7. Grade Rings: Include a maximum of three reinforced-concrete rings, of 8 inches maximum total height, that match 24-inch diameter frame and cover.
 8. Pipe Connectors: A flexible boot, in accordance with ASTM C 923, resilient, or size required, for each pipe connecting into base section.
 9. Steps: Non corrosive plastic coated cast iron manhole steps. The steps shall be cast into the riser sections on 16-inch centers, and the steps shall not be installed over pipes. The step design shall be such to prevent lateral slippage off step.
 10. Concrete bench shall be formed as shown in details.
 11. The exterior surface of each manhole shall be coated with approved coal tar epoxy meeting Federal Specification DOD-P-23236 or COE formula C-200. Two (2) 8 mil DFT of coal tar epoxy required.

12. Watertight Joints: Use external sealing bands with mechanical straps on each joint, (Mac Wrap or equal).
 13. Type 1 frame with closed lid with the word "Sanitary" cast into the lid or approved equal.
- C. Manhole Frames and Covers:
1. All sanitary manholes shall have matching frames and heavy duty, self sealing closed lids; East Jordan Iron Works Frame 1050 in paved areas, and East Jordan Iron Works Frame 1020 in non-paved areas. The word "Sanitary" shall be cast in the lids.
- D. Water tight Joints:
1. Each joint shall have an external sealing device with gear tensioning ratchets, and shall be Mac-Wrap manufactured by Mar Mac Construction Products Inc. and satisfying ASTM C877.
 2. Each joint shall also be sealed with one row of a butyl rubber gasket, ADCO WT-64 butyl rubber sealant and conform to ASTM C443.
- E. External Chimney Seals:
1. External Chimney Seals are required to be installed once the cover is set, use external chimney seal manufactured by Cretex Specialty Products.

CONSTRUCTION REQUIREMENTS

General. The installation of air relief valve and manhole shall be according to the "Standard Specifications for Water & Sewer Main Construction in Illinois" and Village of Johnsburg details.

Basis of Payment. This work will be paid for at the contract unit price per each for MANHOLES, SANITARY, TYPE 1 FRAME, CLOSED LID, of the diameter specified.

SANITARY SEWER

Description. This work shall consist of constructing a sanitary sewer.

Materials. Materials shall be PVC Pipe with DR ratio of 26 in conformance with ASTM D-3034 (latest revision) with a maximum length of 20'. Joint shall be a rubber ring present in Bell Groove (ASTM D-3212).

CONSTRUCTION REQUIREMENTS

General. The construction of sanitary sewer, including protection from storm sewers and testing shall be according to the "Standard Specifications for Water & Sewer Main Construction in Illinois", except as follows.

- (a) Excavation and Foundation. This work shall be according to the applicable requirements of Article 550.04.
- (b) Backfilling. This work shall be according the Village of Johnsburgs trench bedding and backfill requirements.

Method of Measurement. This work will be measured for payment in place in feet (meters). The length measured will include fittings.

Excavation in rock will not be considered extra but included in the cost for SANITARY SEWER.

Trench backfill will not be considered extra but included in the cost for SANITARY SEWER.

Basis of Payment. This work will be paid for at the contract unit price per foot for SANITARY SEWER, of the diameter specified.

PLUG EXISTING SANITARY SEWERS

Description. This work shall consist of installing a plug in the end of the newly installed sanitary sewer.

Materials. Materials shall be PVC male plug capable of fitting inside the bell end of a pipe with SDR ratio of 26.

CONSTRUCTION REQUIREMENTS

General. The installation of sanitary sewer plug shall be according to the "Standard Specifications for Water & Sewer Main Construction in Illinois".

Basis of Payment. This work will be paid for at the contract unit price per each for PLUG EXISTING SANITARY SEWERS, of the diameter specified.

GENERAL ELECTRICAL REQUIREMENTS

Effective: January 1, 2012

Add the following to Article 801 of the Standard Specifications:

"Maintenance transfer and Preconstruction Inspection:

General. Before performing any excavation, removal, or installation work (electrical or otherwise) at the site, the Contractor shall request a maintenance transfer and preconstruction site inspection, to be held in the presence of the Engineer and a representative of the party or parties responsible for maintenance of any lighting and/or traffic control systems which may be affected by the work. The request for the maintenance transfer and preconstruction inspection shall be made no less than seven (7) calendar days prior to the desired inspection date. The maintenance transfer and preconstruction inspection shall:

Establish the procedures for formal transfer of maintenance responsibility required for the construction period.

Establish the approximate location and operating condition of lighting and/or traffic control systems which may be affected by the work

Marking of Existing Cable Systems. The party responsible for maintenance of any existing lighting and/or traffic control systems at the project site will, at the Contractor's request, mark and/or stake, once per location, all underground cable routes owned or maintained by the State. A project may involve multiple "locations" where separated electrical systems are involved (i.e. different controllers). The markings shall be taken to have a horizontal tolerance of at least 304.8 mm (one (1) foot) to either side.. The request for the cable locations and marking shall be made at the same time the request for the maintenance transfer and preconstruction inspection is made. The Contractor shall exercise extreme caution where existing buried cable runs are involved. The markings of existing systems are made strictly for assistance to the Contractor and this does not relieve the Contractor of responsibility for the repair or replacement of any cable run damaged in the course of his work, as specified elsewhere herein. Note that the contractor shall be entitled to only one request for location marking of existing systems and that multiple requests may only be honored at the contractor's expense. No locates will be made after maintenance is transferred, unless it is at the contractor's expense.

Condition of Existing Systems. The Contractor shall conduct an inventory of all existing electrical system equipment within the project limits, which may be affected by the work, making note of any parts which are found broken or missing, defective or malfunctioning. Megger and load readings shall be taken for all existing circuits which will remain in place or be modified. If a circuit is to be taken out in its entirety, then readings do not have to be taken. The inventory and test data shall be reviewed with and approved by the Engineer and a record of the inventory shall be submitted to the Engineer for the record. Without such a record, all systems transferred to the Contractor for maintenance during construction shall be returned at the end of construction in complete, fully operating condition."

Add the following to the 1st paragraph of Article 801.05(a) of the Standard Specifications:

"Items from multiple disciplines shall not be combined on a single submittal and transmittal. Items for lighting, signals, surveillance and CCTV must be in separate submittals since they may be reviewed by various personnel in various locations."

Revise the second sentence of the 5th paragraph of Article 801.05(a) of the Standard Specifications to read:

"The Engineer will stamp the submittals indicating their status as 'Approved', 'Approved as Noted', 'Disapproved', or 'Information Only'.

Revise the 6th paragraph of Article 801.05(a) of the Standard Specifications to read:

"Resubmittals. All submitted items reviewed and marked 'Approved as Noted', or 'Disapproved' are to be resubmitted in their entirety with a disposition of previous comments to verify contract compliance at no additional cost to the state unless otherwise indicated within the submittal comments."

Revise Article 801.11(a) of the Standard Specifications to read:

"Lighting Operation and Maintenance Responsibility. The scope of work shall include the assumption of responsibility for the continuing operation and maintenance the of existing, proposed, temporary, sign and navigation lighting, or other lighting systems and all appurtenances affected by the work as specified elsewhere herein. Maintenance of lighting systems is specified elsewhere and will be paid for separately

Energy and Demand Charges. The payment of basic energy and demand charges by the electric utility for existing lighting which remains in service will continue as a responsibility of the Owner, unless otherwise indicated. Unless otherwise indicated or required by the Engineer duplicate lighting systems (such as temporary lighting and proposed new lighting) shall not be operated simultaneously at the Owner's expense and lighting systems shall not be kept in operation during long daytime periods at the Owner's expense. Upon written authorization from the Engineer to place a proposed new lighting system in service, whether the system has passed final acceptance or not, (such as to allow temporary lighting to be removed), the Owner will accept responsibility for energy and demand charges for such lighting, effective the date of authorization. All other energy and demand payments to the utility shall be the responsibility of the Contractor until final acceptance."

Add the following to Section 801 of the Standard Specifications:

"Lighting Cable Identification. Each wire installed shall be identified with its complete circuit number at each termination, splice, junction box or other location where the wire is accessible."

"Lighting Cable Fuse Installation. Standard fuse holders shall be used on non-frangible (non-breakaway) light pole installations and quick-disconnect fuse holders shall be used on frangible (breakaway) light pole installations. Wires shall be carefully stripped only as far as needed for connection to the device. Over-stripping shall be avoided. An oxide inhibiting lubricant shall be applied to the wire for minimum connection resistance before the terminals are crimped-on. Crimping shall be performed in accordance with the fuse holder manufacturer's recommendations. The exposed metal connecting portion of the assembly shall be taped with two half-lapped wraps of electrical tape and then covered by the specified insulating boot. The fuse holder shall be installed such that the fuse side is connected to the pole wire (load side) and the receptacle side of the holder is connected to the line side."

Revise the 2nd paragraph of Article 801.16 of the Standard Specifications to read:

"When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD DRAWINGS", shall be submitted to the Engineer

for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate either by filename or PDF table of contents the respective pay item number. Specific part or model numbers of items which have been selected shall be clearly visible."

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following electrical components being installed, modified or being affected in other ways by this contract:

- Last light pole on each circuit
- Handholes
- Conduit roadway crossings
- Controllers
- Control Buildings
- Structures with electrical connections, i.e. DMS, lighted signs.
- Electric Service locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

1. Description of item
2. Designation or approximate station if the item is undesignated
3. Latitude
4. Longitude

Examples:

| Equipment Description | Equipment Designation | Latitude | Longitude |
|------------------------------|-----------------------------------|-----------------|------------------|
| CCTV Camera pole | ST42 | 41.580493 | -87.793378 |
| FO mainline splice handhole | HHL-ST31 | 41.558532 | -87.792571 |
| Handhole | HH at STA 234+35 | 41.765532 | -87.543571 |
| Electric Service | Elec Srv | 41.602248 | -87.794053 |
| Conduit crossing | SB IL83 to EB I290 ramp SIDE A | 41.584593 | -87.793378 |
| Conduit crossing | SB IL83 to EB I290 ramp SIDE B | 41.584600 | -87.793432 |
| Light Pole | DA03 | 41.558532 | -87.792571 |
| Lighting Controller | X | 41.651848 | -87.762053 |
| Sign Structure | FGD | 41.580493 | -87.793378 |
| Video Collection Point | VCP-IK | 41.558532 | -87.789771 |
| Fiber splice connection | Toll Plaza34 | 41.606928 | -87.794053 |

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

ELECTRIC UTILITY SERVICE CONNECTION (COMED)

Effective: January 1, 2012

Description. This item shall consist of payment for work performed by ComEd in providing or modifying electric service as indicated. THIS MAY INVOLVE WORK AT MORE THAN ONE ELECTRIC SERVICE. For summary of the Electrical Service Drop Locations see the schedule contained elsewhere herein.

CONSTRUCTION REQUIREMENTS

General. It shall be the Contractor's responsibility to contact ComEd. The Contractor shall coordinate his work fully with the ComEd both as to the work required and the timing of the installation. No additional compensation will be granted under this or any other item for extra work caused by failure to meet this requirement. **Please contact ComEd, New Business Center Call Center, at 866 NEW ELECTRIC (1-866-639-3532) to begin the service connection process. The Call Center Representatives will create a work order for the service connection. The representative will ask the requestor for information specific to the request. The representative will assign the request based upon the location of project.**

The Contractor should make particular note of the need for the earliest attention to arrangements with ComEd for service. In the event of delay by ComEd, no extension of time will be considered applicable for the delay unless the Contractor can produce written evidence of a request for electric service within 30 days of execution.

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

For bidding purposes, this item shall be estimated as \$3,000

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

Designers Note: The estimate of cost of service connections for bidding purposes shall be provided by the Designer or Design Consultant.

ELECTRIC SERVICE INSTALLATION

Effective: January 1, 2012

Description. This item shall consist of all material and labor required to extend, connect or modify the electric services, as indicated or specified, which is over and above the work performed by the utility. Unless otherwise indicated, the cost for the utility work, if any, will be reimbursed to the Contractor separately under ELECTRIC UTILITY SERVICE CONNECTION. This item may apply to the work at more than one service location and each will be paid separately.

Materials. Materials shall be in accordance with the Standard Specifications.

CONSTRUCTION REQUIREMENTS

General. The Contractor shall ascertain the work being provided by the electric utility and shall provide all additional material and work not included by other contract pay items required to complete the electric service work in complete compliance with the requirements of the utility.

No additional compensation will be allowed for work required for the electric service, even though not explicitly shown on the Drawings or specified herein

Method Of Measurement. Electric Service Installation shall be counted, each.

Basis Of Payment. This work will be paid for at the contract unit price each for ELECTRIC SERVICE INSTALLATION which shall be payment in full for the work specified herein.

UNDERGROUND RACEWAYS

Effective: January 1, 2012

Revise Article 810.04 of the Standard Specifications to read:

“Installation. All underground conduit shall have a minimum depth of 30-inches (700 mm) below the finished grade.”

Add the following to Article 810.04 of the Standard Specifications:

“All metal conduit installed underground shall be Rigid Steel Conduit unless otherwise indicated on the plans.”

Add the following to Article 810.04 of the Standard Specifications:

“All raceways which extend outside of a structure or duct bank but are not terminated in a cabinet, junction box, pull box, handhole, post, pole, or pedestal shall extend a minimum or 300 mm (12”) or the length shown on the plans beyond the structure or duct bank. The end of this extension shall be capped and sealed with a cap designed for the conduit to be capped. The ends of rigid metal conduit to be capped shall be threaded, the threads protected with full galvanizing, and capped with a threaded galvanized steel cap. The ends of rigid nonmetallic conduit and coilable nonmetallic conduit shall be capped with a rigid PVC cap of not less than 3 mm (0.125”) thick. The cap shall be sealed to the conduit using a room-temperature-vulcanizing (RTV) sealant compatible with the material of both the cap and the conduit. A washer or similar metal ring shall be glued to the inside center of the cap with epoxy, and the pull cord shall be tied to this ring.”

Add the following to Article 810.04(c) of the Standard Specifications:

"Coilable non-metallic conduit shall be machine straightened to remove the longitudinal curvature caused by coiling the conduit onto reels prior to installing in trench, encasing in concrete or embedding in structure. The straightening shall not deform the cross-section of the conduit such that any two measured outside diameters, each from any location and at any orientation around the longitudinal axis along the conduit differ by more than 6 mm (0.25)." The longitudinal axis of the straightened conduit shall not deviate by more than 20 mm per meter (0.25" per foot" from a straight line. The HDPE and straightening mechanism manufacturer operating temperatures shall be followed.

ORNAMENTAL LIGHT UNIT, COMPLETE

Description. This work shall consist of furnishing and installing a light pole complete with either:

1. Decorative base, banner bracket system, decorative arm with scroll and all hardware and accessories required for the intended permanent use of the pole. The work shall also consist of furnishing and installing the luminaire on the light pole.

OR

2. Decorative base, planter arm hook, decorative arm with scroll and all hardware and accessories required for the intended permanent use of the pole. The work shall also consist of furnishing and installing the luminaire on the light pole.

Locations for each unit type are shown on the plans. Details for each unit type are provided below:

ORNAMENTAL LIGHT UNIT WITH BANNER COMPLETE

Description. This work shall consist of furnishing and installing a light pole complete with decorative base, banner bracket system, decorative arm with scroll and all hardware and accessories required for the intended permanent use of the pole. The work shall also consist of furnishing and installing the luminaire on the light pole.

Materials. Pole and accessories shall meet the material specifications indicated on the plans. The height of the pole shall be 18'-7" as measured from the bottom of the base to the top of the pole. The base shall be a cast aluminum split base. The base shall be approximately 11 ½ " diameter and shall be approximately 27" high. The pole shaft shall be 4" dia. fluted pole .188 wall thickness 6061-T6 aluminum. The base shall have a built in access door secured with stainless steel allen head screws. The base shall be designed to fit securely around the pole shaft with no gaps. The finish shall be powder coat black for the pole, base, mast arm, banner arms and decorative scrolls.

A recessed duplex GFI shall be 15A 125V with in use cover. The receptacle shall be at 10'-9" mounting height as shown on plans.

A 2' twin banner bracket system shall be attached to the pole, as detailed on the plans.

Ornamental luminaire - The lamps shall be 120 volt. The luminaire shall be metal halide light source, 100 watts. The luminaire shall have night sky/dark sky roof optics, type III distribution. The luminaire shall have a spun aluminum bell styled shape. The luminaire shall be attached to the pole arm with a hang straight coupling. The luminaire shall be 356 alloy, cast aluminum with tool-less access ballast compartment and tool-less tempered glass lens. The luminaire finish shall be the color black.

Shop drawings for the complete lighting unit must be submitted for review and approval by the Owner (Village of Johnsburg).

Construction requirements. The light pole shall be set plumb on the foundation without the use of shims or washers for leveling.

The decorative base handhole shall be located such that workers accessing the handhole shall face oncoming traffic directly or located on backside of the pole facing the roadway.

Mast arm shall be set at right angles to the centerline of the pavement. Poles shall not be left in place without arm and luminaire.

The contractor shall be responsible to furnish mounting equipment that is of adequate strength and compatible for the pole it supports. This shall include, but not be limited to, the foundation, anchor rods, and hardware.

ORNAMENTAL LIGHT UNIT WITH PLANTER COMPLETE

Description. This work shall consist of furnishing and installing a light pole complete with decorative base, planter arm hook, decorative arm with scroll and all hardware and accessories required for the intended permanent use of the pole. The work shall also consist of furnishing and installing the luminaire on the light pole.

Materials. Pole and accessories shall meet the material specifications indicated on the plans. The height of the pole shall be 18'-7" as measured from the bottom of the base to the top of the pole. The base shall be a cast aluminum split base. The base shall be approximately 11 ½ " diameter and shall be approximately 27" high. The pole shaft shall be 4" dia. fluted pole .188 wall thickness 6061-T6 aluminum. The base shall have a built in access door secured with stainless steel allen head screws. The base shall be designed to fit securely around the pole shaft with no gaps. The finish shall be powder coat black for the pole, base, mast arm, planter arms and decorative scrolls.

A recessed duplex GFI shall be 15A 125V with in use cover. The receptacle shall be at 10'-9" mounting height as shown on plans.

The pole will be equipped with a 16" planter arm with hook, as detailed on the plans.

Ornamental luminaire - The lamps shall be 120 volt. The luminaire shall be metal halide light source, 1070 watts. The luminaire shall have nightsky/darksky roof optics, type III distribution. The luminaire shall have a spun aluminum bell styled shape. The luminaire shall be attached to the pole arm with a hang straight coupling. The luminaire shall be 356 alloy, cast aluminum with tool-less access ballast compartment and tool-less tempered glass lens. The luminaire finish shall be the color black.

Shop drawings for the complete lighting unit must be submitted for review and approval by the Engineer.

Construction requirements. The light pole shall be set plumb on the foundation without the use of shims or washers for leveling.

The decorative base handhole shall be located such that workers accessing the handhole shall face oncoming traffic directly or located on backside of the pole facing the roadway.

Mast arm shall be set at right angles to the centerline of the pavement. Poles shall not be left in place without arm and luminaire.

The contractor shall be responsible to furnish mounting equipment that is of adequate strength and compatible for the pole it supports. This shall include, but not be limited to, the foundation, anchor rods, and hardware.

Basis of Payment. The work shall be paid for at the contract unit price per each ORNAMENTAL LIGHT UNIT, COMPLETE, which price shall include all labor, materials and equipment necessary to complete the work in place.

UNIT DUCT

Effective: January 1, 2012

Revise the first paragraph of Article 810.04 to read:

“The unit duct shall be installed at a minimum depth of 30-inches (760 mm) unless otherwise directed by the Engineer.”

Revise Article 1088.01(c) to read:

“(c) Coilable Nonmetallic Conduit.

General:

The duct shall be a plastic duct which is intended for underground use and which can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance. The duct shall be a plastic duct which is intended for underground use and can be manufactured and coiled or reeled in continuous transportable lengths and uncoiled for further processing and/or installation without adversely affecting its properties of performance.

The duct shall be made of high density polyethylene which shall meet the requirements of ASTM D 2447, for schedule 40. The duct shall be composed of black high density polyethylene meeting the requirements of ASTM D 3350, Class C, Grade P33. The wall thickness shall be in accordance with Table 2 for ASTM D 2447.

The duct shall be UL Listed per 651-B for continuous length HDPE coiled conduit. The duct shall also comply with NEC Article 354.100 and 354.120.

Submittal information shall demonstrate compliance with the details of these requirements.

Dimensions:

Duct dimensions shall conform to the standards listed in ASTM D2447. Submittal information shall demonstrate compliance with these requirements.

| Nominal Size | | Nominal I.D. | | Nominal O.D. | | Minimum Wall | |
|--------------|-----|--------------|-------|--------------|------|--------------|--------|
| mm | in | mm | in | mm | in | mm | in |
| 31.75 | 1.2 | 35.05 | 1.380 | 42.16 | 1.66 | 3.556 | 0.140 |
| | 5 | | | | 0 | +0.51 | +0.020 |
| 38.1 | 1.5 | 40.89 | 1.610 | 48.26 | 1.90 | 3.683 | 0.145 |
| | 0 | | | | 0 | +0.51 | +0.020 |

| Nominal Size | | Pulled Tensile | |
|--------------|------|----------------|-----|
| mm | in | N | lbs |
| 31.75 | 1.25 | 3322 | 747 |
| 38.1 | 1.50 | 3972 | 893 |

Marking:

As specified in NEMA Standard Publication No. TC-7, the duct shall be clearly and durably marked at least every 3.05 meters (10 feet) with the material designation (HDPE for high density polyethylene), nominal size of the duct and the name and/or trademark of the manufacturer.

Performance Tests:

Polyethylene Duct testing procedures and test results shall meet the requirements of UL 651. Certified copies of the test report shall be submitted to the Engineer prior to the installation of the duct. Duct crush test results shall meet or exceed the following requirements:

| Duct Diameter | | Min. force required to deform sample 50% | |
|---------------|------|--|------|
| mm | in | N | lbs |
| 35 | 1.25 | 4937 | 1110 |
| 41 | 1.5 | 4559 | 1025 |

WIRE AND CABLE

Effective: January 1, 2012

Add the following to the first paragraph of Article 1066.02(a):

“The cable shall be rated at a minimum of 90°C dry and 75°C wet and shall be suitable for installation in wet and dry locations, and shall be resistant to oils and chemicals.”

Revise the Aerial Electric Cable Properties table of Article 1066.03(a)(3) to read:

| Phase Conductor | | Messenger wire | | | |
|-----------------|-----------|------------------------------|------|------------------|-----------|
| Size AWG | Stranding | Average Insulation Thickness | | Minimum Size AWG | Stranding |
| | | mm | mils | | |
| 6 | 7 | 1.1 | (45) | 6 | 6/1 |
| 4 | 7 | 1.1 | (45) | 4 | 6/1 |
| 2 | 7 | 1.1 | (45) | 2 | 6/1 |
| 1/0 | 19 | 1.5 | (60) | 1/0 | 6/1 |
| 2/0 | 19 | 1.5 | (60) | 2/0 | 6/1 |
| 3/0 | 19 | 1.5 | (60) | 3/0 | 6/1 |
| 4/0 | 19 | 1.5 | (60) | 4/0 | 6/1 |

Add the following to Article 1066.03(b) of the Standard Specifications:

“Cable sized No. 2 AWG and smaller shall be U.L. listed Type RHH/RHW and may be Type RHH/RHW/USE. Cable sized larger than No. 2 AWG shall be U.L. listed Type RHH/RHW/USE.”

Revise Article 1066.04 to read:

“Aerial Cable Assembly. The aerial cable shall be an assembly of insulated aluminum conductors according to Section 1066.02 and 1066.03. Unless otherwise indicated, the cable assembly shall be composed of three insulated conductors and a steel reinforced bare aluminum conductor (ACSR) to be used as the ground conductor. Unless otherwise indicated, the code word designation of this cable assembly is “Palomino”. The steel reinforced aluminum conductor shall conform to ASTM B-232. The cable shall be assembled according to ANSI/ICEA S-76-474.”

Revise the second paragraph of Article 1066.05 to read:

“The tape shall have reinforced metallic detection capabilities consisting of a woven reinforced polyethylene tape with a metallic core or backing.”

MODIFY EXISTING LIGHTING CONTROLLER

Description: The work shall consist of upgrading the existing 100A lighting controller to a 200A lighting controller. This item shall include removal of the existing equipment to be replaced, furnishing the proposed equipment and installation of the proposed equipment as identified herein.

General: The removal work shall include disconnection and removal of the main circuit breaker and contactor. The Contractor shall be responsible for repairing or replacing any items of equipment damaged during this process to the satisfaction of the Engineer. The proposed 200A main circuit breaker and 200A contactor shall be provided in accordance with Sections 1068.01 (e) (3) and (4) of the Standard Specifications. The Contractor shall confirm the dimensions of the existing breaker and contactor and make adjustments if necessary to accommodate the proposed circuit breaker and contactor with their dimensions. This work shall be included in this pay item.

Each of the electrical components and parts shall be assembled in a neat orderly fashion. All electrical cables shall be reconnected in a neat professional manner. The cables shall be trained in straight horizontal and vertical directions and be parallel, next to, and adjacent to other cables whenever possible.

This replacement work shall be done in a manner that will not disrupt the night time operation of the existing lighting system.

Basis of Payment: This work will be paid for at the contract unit price per each **MODIFY EXISTING LIGHTING CONTROLLER**. All parts, labor and equipment required for the completion of this work shall be included in this pay item.

LUMINAIRE (SPECIAL)

This item shall conform to Section 821 of the Standard Specifications except as shown in the contract plans or stated below.

Add the following to first paragraph of Article 1067(c) of the Standard Specifications:

“The reflector shall not be altered by paint or other opaque coatings which would cover or coat the reflecting surface. Control of the light distribution by any method other than the reflecting material and the aforementioned clear protective coating that will alter the reflective properties of the reflecting surface is unacceptable”

Add the following to Article 1067(e) (4) of the Standard Specifications:

Pulse Start Metal Halide. The ballast shall be a Pulse Start Metal Halide, high power factor, constant wattage auto-regulator, lead type (CWA). The CWA ballast requires an igniter.

The ballast shall produce positive lamp ignition over a voltage range not less than ± 10 percent of nominal system voltage.

Shop drawings for the luminaire must be submitted for review and approval by the Engineer.

Add the following table(s) to Article 1067 of the Standard Specifications:

IDOT DISTRICT 1 LUMINAIRE PERFORMANCE TABLE

| GIVEN CONDITIONS | | |
|------------------------|--|--------------|
| ROADWAY DATA | Pavement Width | 36 (ft) |
| | Number of Lanes | 3 |
| | I.E.S. Surface Classification | R3 |
| | Q-Zero Value | .07 |
| LIGHT POLE DATA | Mounting Height | 35 (ft) |
| | Mast Arm Length | 10 (ft) |
| | Pole Set-Back From Edge of Pavement | 7 (ft) |
| LUMINAIRE DATA | Lamp Type | Metal Halide |
| | Lamp Lumens | 15000 |
| | I.E.S. Vertical Distribution | Medium |
| | I.E.S. Control Of Distribution | Cutoff |
| | I.E.S. Lateral Distribution | Type II |
| | Total Light Loss Factor | .7 |
| LAYOUT DATA | Spacing | 100 (ft) |
| | Configuration | One side |
| | Luminaire Overhang over edge of pavement | 3 (ft) |

NOTE: Variations from the above specified I.E.S. distribution pattern may be requested and acceptance of variations will be subject to review by the Engineer based on how well the performance requirements are met.

| PERFORMANCE REQUIREMENTS | | |
|--------------------------|--|--|
|--------------------------|--|--|

NOTE: These performance requirements shall be the minimum acceptable standards of photometric performance for the luminaire, based on the given conditions listed above.

| | | |
|---------------------|---|----------------------|
| ILLUMINATION | Ave. Horizontal Illumination, E_{AVE} | 9 Lux |
| | Uniformity Ratio, E_{AVE}/E_{MIN} | 4:1 (Max) |
| LUMINANCE | Average Luminance, L_{AVE} | .6 Cd/m ² |
| | Uniformity Ratio, L_{AVE}/L_{MIN} | 3.5:1 (Max) |
| | Uniformity Ratio, L_{MAX}/L_{MIN} | 6:1 (Max) |
| | Veiling Luminance Ratio, L_V/L_{AVE} | .4:1 (Max) |

Basis of Payment. The work shall be paid for at the contract unit price per each LUMINAIRE (SPECIAL), which price shall include all labor, materials and equipment necessary to complete the work in place.

MAILBOX REMOVAL AND REPLACEMENT

Description: This work shall consist of furnishing and installing mailboxes at locations as determined by the Engineer. Included in this item is the Menards C11 classic combo black mailbox, 4x4 base post, PVC sleeve to be installed in the PCC paver bed, address number stickers and anything needed to secure the mailbox.

Method of Measurement: This work will be measured for payment per each.

Basis of Payment: This work will be paid for at the contract unit price per each for MAILBOX REMOVAL AND REPLACEMENT, which price shall be full compensation for all materials and all labor and equipment required for performing the work as herein specified.

PORTLAND CEMENT CONCRETE SIDEWALK 10 INCH, SPECIAL

Description: Portland Cement Concrete Sidewalk, 10 Inch, Special shall be installed at the locations indicated in the contract documents and in accordance with applicable portions of Sections 424 and 503 of the Standard Specifications as detailed on the Contract Plans.

Portland Cement Concrete Sidewalk, Special shall include an integral wall with REINFORCEMENT BARS, EPOXY COATED in both directions as shown on the Contract Plans. The reinforcement shall not be paid for separately, but shall be included on the cost of Portland Cement Concrete Sidewalk, Special.

Method of Measurement: This item shall be measured in place and measured per square foot of surface area as measured in plan (vertical surfaces not included in measured surface area). The plan surface area shall include raised horizontal surfaces to receive Pedestrian Rail and horizontal surfaces to be covered by Brick Paver Plaza.

Basis of Payment: This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK, 10 INCH SPECIAL, which price shall include all formwork, materials, reinforcement bars, labor, backfill and equipment necessary to perform the work as shown in the plans.

IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)

Effective: August 1, 2012

In addition to the Contractor's equal employment opportunity affirmative action efforts undertaken as elsewhere required by this Contract, the Contractor is encouraged to participate in the incentive program to provide additional on-the-job training to certified graduates of IDOT's community college pre-apprenticeship programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs based at Illinois Community Colleges throughout Illinois, by Intergovernmental Agreement with the Illinois Community College Board, to provide training and skill-improvement opportunities to assure the increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The intent of this IDOT Training Program Graduate (TPG) Special Provision is to place certified graduates of these IDOT funded pre-apprentice training programs on IDOT project sites when feasible, and provide the graduates with meaningful on-the-job training intended to lead to journey-level employment. IDOT and its sub-recipients, in carrying out the responsibilities of a state contract, shall determine which state funded construction contracts shall include "Training Program Graduate (TPG) Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate (TPG) Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of the IDOT funded Pre-apprenticeship Training Program to the extent such persons are available within a reasonable recruitment area.

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$10.00 per hour for training given a certified graduate trainee on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under the Illinois Prevailing Wage Act and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

No payment shall be made to the Contractor if the Contractor or subcontractor fails to provide the required training. It is normally expected that a TPG will begin training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project through completion of the contract, so long as training opportunities exist in his work classification or until he has completed his training program. Should the TPG's employment end in advance of the completion of the contract, the Contractor shall promptly notify the designated IDOT staff member under this Special Provision that the TPG's involvement in the contract has ended and supply a written report of the reason for the end of the involvement, the hours completed by the

TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting its performance under this Special Provision.

METHOD OF MEASUREMENT: The unit of measurement is in hours.

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$10.00 per hour for TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted by Intergovernmental Agreement with the Illinois Community College Board to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

Prior to commencing construction, the Contractor shall submit to the Department for approval the TPGs to be trained in each selected classification. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. No employee shall be employed as a TPG in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Notwithstanding the on-the-job training purpose of this TPG Special Provision, some offsite training is permissible as long as the offsite training is an integral part of the work of the contract and does not comprise a significant part of the overall training.

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program

Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT Illinois Community College Program to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate TPG Special Provision \$10.00 an hour incentive.

The Contractor or subcontractor shall provide each TPG with a certification showing the type and length of training satisfactorily completed.



Route FAU 0168
Section 05-00314-03-WR
County McHenry

Marked Rte. Johnsburg Road
Project No. TE-CMM-4003(205)
Contract No. 63870

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

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

Walter R. Diltrich

Print Name

Design Manager

Title

McHenry County Division of Transportation

Agency

Signature

10/22/2013

Date

I. Site Description:

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

Improvements are located within the Village of Johnsborg in McHenry County, Illinois on Johnsborg Road (FAU 0168) from 700 feet east of Spring Grove Road to east of Chapel Hill Road. The total distance of the project is 1,143 Lineal Feet (0.216 Miles). Latitude of 42.37969 and longitude of -88.2480.

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

Work to be performed under this contract will include, but not be limited to, removal and disposal of unsuitable material, earth excavation, erosion control, subbase granular material, porous granular embankment subgrade, Class D Patches, hot mix asphalt base course, leveling binder, hot mix asphalt binder course, hot mix asphalt surface course, box culvert removal and replacement, combination concrete curb and gutter, storm sewer, hot mix asphalt driveways, traffic signal, roadway lighting, decorative pedestrian lighting, brick paved crosswalks, new sidewalks with decorative banding, thermoplastic pavement marking, and all incidental and collateral work necessary to complete the project and described herein.

C. Provide the estimated duration of this project:

Construction activities will last for approximately 4 months.

D. The total area of the construction site is estimated to be 13 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 8 acres.

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

Runoff Coefficient before construction: 0.55

Runoff Coefficient after construction: 0.62

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

The most predominant soil types in the region according to the USDA Soil Survey are Warsaw Loam and Vama Silt Loam. Slopes vary from 0% to 15%. The erosion potential of these soils is low.

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

N/A

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

This project consists of removal of existing pavement and earth excavation. All disturbed areas will sodded and provided with temporary seeding and perimeter erosion. Work to be performed under this contract will include, but not be limited to, removal and disposal of unsuitable material, erosion control, sub base granular material, aggregate subgrade, HMA pavement, combination concrete curb and gutter, storm sewer, restoration, and all incidental and collateral work necessary to complete the project.

There are no erosive areas associated with this project.

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 slopes, etc):

1. South side of Johnsburg Road, east of Spring Grove Road to east of Chapel Hill Road will have shoulder and pavement removal, earth excavation, storm sewer installation, construct new pavement, final grading and restoration.

2. North side of Johnsburg Road, east of Spring Grove Road to east of Chapel Hill Road will have shoulder and pavement removal, earth excavation, storm sewer installation, construct new pavement and final grading.

Temporary erosion control seeding and perimeter erosion barrier will be utilized to meet BMP requirements. Perimeter erosion barrier will be installed prior to any earth disturbing activities. Temporary erosion control seeding will be applied to exposed areas within seven days of disturbance. Permanent sodding will be placed after final grading is completed. Inlet filters will be installed after the drainage structures have been installed. The perimeter erosion barrier will be removed once permanent stabilization has been established.

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 offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

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

McHenry County Division of Transportation.

L. 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:

Receiving water - Dutch Creek
Ultimate receiving water - Fox River

M. 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.

Isolated trees will be protected from construction activities. Temporary fencing will also be used to restrict access and construction disturbance in adjacent grassed areas.

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

- Floodplain
- Wetland Riparian
- Threatened and Endangered Species
- Historic Preservation
- 303(d) Listed receiving waters for suspended solids, turbidity, or siltation

- Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- Applicable Federal, Tribal, State or Local Programs
- Other

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

- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:
- b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
- c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
- d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

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

- a. The name(s) of the listed water body:
- b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

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

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

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

A. Erosion and Sediment Controls

- 1. **Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be

initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following stabilization practices will be used for this project:

- | | |
|---|--|
| <input type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input checked="" type="checkbox"/> Sodding |
| <input checked="" type="checkbox"/> Protection of Trees | <input checked="" type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

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

Temporary Erosion Control Seeding will be utilized as needed during construction to establish plant material to stabilize disturbed areas and to prevent soil from being carried off-site by storm water run-off or wind. Permanent sodding will be installed at all disturbed and unpaved areas prior to project completion.

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

Sodding will be utilized for all unpaved areas within the project limits.

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

The following structural practices will be used for this project:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input type="checkbox"/> Temporary Ditch Check | <input type="checkbox"/> Riprap |
| <input checked="" type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

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

Perimeter erosion barrier will be placed where water leaves the project site. Inlet filters will be utilized at the existing and proposed structures within the curb line. Inlet filters will help prevent construction debris from entering the structures. Riprap will be placed at storm sewer outlet locations.

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

The temporary erosion control measures will be removed at the end of construction.

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

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and 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.

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

Description of storm water management controls:

Permanent storm water management features include the proposed sodding for disturbed. Enclosed drainage system is included in the project.

4. **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 management practices, control and other provisions provided in the plans are in accordance with IDOT Standard Specifications for Road and Bridge Construction, Illinois Urban Manual and Stormwater Management Ordinance.

5. **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.

- a. 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 timeframe
- 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
- Timeframe 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

- b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following

items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management – 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 Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- 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.
- 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 the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

IV Inspections:

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

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 email 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

V. Failure to Comply:

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



Illinois Environmental Protection Agency

Bureau of Water • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Division of Water Pollution Control Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address.

For Office Use Only

OWNER INFORMATION

Permit No. ILR10 _____

Company/Owner Name: McHenry County Division of Transportation

Mailing Address: 16111 Nelson Road

Phone: 815-334-4980

City: Woodstock State: IL Zip: 60098

Fax: 815-334-4960

Contact Person: Walter R. Dittrich, P.E.

E-mail: wrdittrich@co.mchenry.il.us

Owner Type (select one) County

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: TBD

Mailing Address: _____

Phone: _____

City: _____ State: _____ Zip: _____

Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: New Change of information for: ILR10 _____

Project Name: Johnsburg Road Widening and Reconstruction

County: McHenry

Street Address: Johnsburg Road at Chapel Hill Rd City: Johnsburg

IL Zip: 60051

Latitude: 42 22 47 Longitude: -88 14 53 45N 8E 13.14
(Deg) (Min) (Sec) (Deg) (Min) (Sec) Section Township Range

Approximate Construction Start Date May 1, 2013 Approximate Construction End Date Aug 31, 2014

Total size of construction site in acres: 13

If less than 1 acre, is the site part of a larger common plan of development?

Yes No

Fee Schedule for Construction Sites:
Less than 5 acres - \$250
5 or more acres - \$750

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

Has the SWPPP been submitted to the Agency?

Yes No

(Submit SWPPP electronically to: epa.constilr10swppp@illinois.gov)

Location of SWPPP for viewing: Address: 420 North Front Street, Suite 100

City: McHenry

SWPPP contact information:

Inspector qualifications:

Contact Name: Jeff L. Pisha, P.E.

P.E.

Phone: 8153851778

Fax: 8153851781

E-mail: jpisha@hrgreen.com

Project inspector, if different from above

Inspector qualifications:

Inspector's Name: TBD

Phone: _____

Fax: _____

E-mail: _____

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TYPE OF CONSTRUCTION (select one)

Construction Type Reconstruction

SIC Code: _____

Type a detailed description of the project:

Johnsburg Road: The widening and reconstruction of a 2 lane roadway to a continuous 3-lane roadway with a closed drainage system. The drainage involves curb and gutter, storm sewer, pipe culverts, and a box culvert. All of the existing drainage outlets are being maintained and the closed drainage system will outlet into existing outlets.

HISTORIC PRESERVATION AND ENDANGERED SPECIES COMPLIANCE

Has the project been submitted to the following state agencies to satisfy applicable requirements for compliance with Illinois law on:

Historic Preservation Agency Yes No

Endangered Species Yes No

RECEIVING WATER INFORMATION

Does your storm water discharge directly to: Waters of the State or Storm Sewer

Owner of storm sewer system: McHenry County Division of Transportation

Name of closest receiving water body to which you discharge: Fox River

Mail completed form to: Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Permit Section
Post Office Box 19276
Springfield, Illinois 62794-9276
or call (217) 782-0610
FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

I certify under penalty of law that this document and all attachments were prepared under my direction and supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. In addition, I certify that the provisions of the permit, including the development and implementation of a storm water pollution prevention plan and a monitoring program plan, will be complied with.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))



Owner Signature: _____

10/22/13
Date: _____

Wally Dittrich, P.E.

Printed Name: _____

Design Manager

Title: _____

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INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency
 Division of Water Pollution Control
 Permit Section
 Post Office Box 19276
 Springfield, Illinois 62794-9276
 or call (217) 782-0610
 FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

| | Example | Format |
|----------|---------|--|
| Section | 12 | 1 or 2 numerical digits |
| Township | 12N | 1 or 2 numerical digits followed by "N" or "S" |
| Range | 12W | 1 or 2 numerical digits followed by "E" or "W" |

For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov When submitting electronically, use Project Name and City as indicated on NOI form.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
WATER POLLUTION CONTROL PERMIT

LOG NUMBERS: 1952-11

PERMIT NO.: 2011-IB-1952

FINAL PLANS, SPECIFICATIONS, APPLICATION
AND SUPPORTING DOCUMENTS

PREPARED BY: HR Green, Inc.

DATE ISSUED: October 28, 2011

RECEIVED

SUBJECT: JOHNSBURG-Johnsburg Road Reconstruction
(Johnsburg Sewage Treatment Plant) - Sanitary Sewer Permit

OCT 31 2011

PERMITTEE TO CONSTRUCT, OWN, AND OPERATE

Village of Johnsburg
1515 Channel Beach Drive
Johnsburg, IL 60051

**HR Green, Inc.
McHenry**

Permit is hereby granted to the above designated permittee(s) to construct and/or operate water pollution control facilities described as follows (quantities are approximate):

Relocate 542 feet of 14 inch existing force main to accommodate an IDOT road widening project with no additional flow (0 P.E., 0 GPD, DAF) located along Johnsburg Road.

Install 215 feet of 8 inch sanitary sewer and 2 manholes along St. John's Avenue and at the crossing with Johnsburg Road.

This Permit is issued subject to the following Special Condition(s). If such Special Condition(s) require(s) additional or revised facilities, satisfactory engineering plan documents must be submitted to this Agency for review and approval for issuance of a Supplemental Permit.

SPECIAL CONDITION 1: Any connections to this sanitary sewer extension must be in accordance with the latest Revisions of Title 35, Subtitle C, Chapter 1. Permits must be obtained if required by said regulations.

SPECIAL CONDITION 2: If this project is located within a wetlands, the U.S. Army Corps of Engineers may require a permit for construction pursuant to Section 404 of the Clean Water Act.

SPECIAL CONDITION 3: The Permittee to Construct shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activities associated with this project will result in the disturbance of one (1) or more acres total land area.

An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control - Permit Section.

THE STANDARD CONDITIONS OF ISSUANCE INDICATED ON THE REVERSE SIDE MUST BE COMPLIED WITH IN FULL. READ ALL CONDITIONS CAREFULLY.

30 SAK:SKT:n:\bow\permits\wpdocs\docs\permits\statecon\ntandon\1952-11.docx

DIVISION OF WATER POLLUTION CONTROL

cc: EPA-Des Plaines FOS
HR Green, Inc.
Records - Municipal
Binds

Alan Keller **REP**
Alan Keller, P.E.
Manager, Permit Section

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TEMPORARY SHEET PILING

Effective: September 2, 1994

Revised: January 31, 2012

Description. This work shall consist of furnishing, driving, adjusting for stage construction when required and subsequent removal of the sheet piling according to the dimensions and details shown on the plans and according to the applicable portions of Section 512 of the Standard Specifications.

This work shall also include furnishing, installing and subsequent removal of all miscellaneous steel shapes, plates and connecting hardware when required to attach the sheeting to an existing substructure unit and/or to facilitate stage construction.

General. The Contractor may propose other means of supporting the sides of the excavation provided they are done so at no extra cost to the department. If the Contractor elects to vary from the design requirements shown on the plans, the revised design calculations and details shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Material. The sheet piling shall be made of steel and may be new or used material, at the option of the Contractor. The sheet piling shall have a minimum section modulus as shown on the plans or in the approved Contractor's alternate design. The sheeting shall have a minimum yield strength of 38.5 ksi (265 MPa) unless otherwise specified. The sheeting, used by the Contractor, shall be identifiable and in good condition free of bends and other structural defects. The Contractor shall furnish a copy of the published sheet pile section properties to the Engineer for verification purposes. The Engineer's approval will be required prior to driving any sheeting. All driven sheeting not approved by the Engineer shall be removed at the Contractor's expense.

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related excavation. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing excavation adjacent to the sheet piling in question. The Contractor shall not excavate below the maximum excavation line shown on the plans without the prior permission of the Engineer. The sheet piling shall remain in place until the Engineer determines it is no longer required.

The sheet piling shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the sheet piling leaving the remainder in place. The remaining sheet piling shall be a minimum of 12 in. (300 mm) below

the finished grade or as directed by the Engineer. Removed sheet piling shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where it's presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven through or around with normal driving procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary sheet piling will be measured for payment in place in square feet (square meter). Any temporary sheet piling cut off, left in place, or driven to dimensions other than those shown on the contract plans without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's expense.

If the Contractor is unable to drive the sheeting to the specified tip elevation(s) and can demonstrate that any further effort to drive it would only result in damaging the sheeting, then the Contractor shall be paid based on the plan quantity of temporary sheeting involved. However, no additional payment will be made for any walers, bracing, or other supplement to the temporary sheet piling, which may be required as a result of the re-evaluation in order to insure the original design intent was met. Portions of the temporary sheet piling left in place for reuse in later stages of construction shall only be measured for payment once.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SHEET PILING.

Payment for any excavation performed in conjunction with this work will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

TEMPORARY SOIL RETENTION SYSTEM

Effective: December 30, 2002

Revised : May 11, 2009

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

SEGMENTAL CONCRETE BLOCK WALL

Effective: January 7, 1999

Revised: October 30, 2012

Description. This work shall consist of furnishing the design computations, shop plans, materials, equipment and labor to construct a Segmental Concrete Block Retaining Wall to the limits shown on the plans.

General. The wall shall consist of a leveling pad, precast concrete blocks (either dry-cast or wet cast), select fill and, if required by the design, soil reinforcement. The wall shall be designed and constructed according to the lines, grades, and dimensions shown on the contract plans and approved shop plans.

Submittals. The wall supplier shall submit design computations and shop plans to the Engineer according to Article 1042.03(b) of the Standard Specifications. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer. The shop plans shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities, and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

- (a) Plan, elevation, and cross section sheet(s) for each wall showing the following:
 - (1) A plan view of the wall indicating the offsets from the construction centerline to the first course of blocks at all changes in horizontal alignment. These shall be calculated using the offsets to the front face of the block shown on the contract plans and the suppliers proposed wall batter. The plan view shall indicate bottom (and top course of block when battered), the excavation and select fill limits as well as any soil reinforcing required by the design. The centerline of any drainage structure or pipe behind or passing through/under the wall shall also be shown.
 - (2) An elevation view of the wall, indicating the elevation and all steps in the top course of blocks along the length of the wall. The top of these blocks shall be at or above the theoretical top of block line shown on the contract plans. This view shall also show the steps and proposed top of leveling pad elevations as well as the finished grade line at the wall face specified on the contract plans. These leveling pad elevations shall be located at or below the theoretical top of leveling line shown on the contract plans. The location, size, and length of any soil reinforcing connected to the blocks shall be indicated.
 - (3) Typical cross section(s) showing the limits of the select fill, soil reinforcement if used in the design. The right-of-way limits shall be indicated as well as the proposed excavation, cut slopes, and the elevation relationship between existing ground conditions and proposed grades.
 - (4) All general notes required for constructing the wall.

- (b) All details for the leveling pads, including the steps, shall be shown. The theoretical top of the leveling pad shall either be below the anticipated frost depth or 1.5 ft. (450 mm) below the finished grade line at the wall face, whichever is greater; unless otherwise shown on the plans. The minimum leveling pad thickness shall be 6 in. (152 mm)
- (c) Cap blocks shall be used to cover the top of the standard block units. The top course of blocks and cap blocks shall be stepped to satisfy the top of block line shown on the contract plans.
- (d) All details of the block and/or soil reinforcement placement around all appurtenances located behind, on top of, or passing through the wall shall be clearly indicated. Any modifications to the design of these appurtenances to accommodate a particular design arrangement shall also be submitted.
- (e) All details of the blocks, including color and texture shall be shown. The exterior face shall preferably be straight, textured with a "split rock face" pattern, and dark gray in color unless otherwise stated on the plans.
- (f) All block types (standard, cap, corner, and radius turning blocks) shall be detailed showing all dimensions.
- (g) All blocks shall have alignment/connection devices such as shear keys, leading/trailing lips, or pins. The details for the connection devices between adjacent blocks and the block to soil reinforcement shall be shown. The block set back or face batter shall be limited to 20 degrees from vertical, unless otherwise shown by the plans.

Materials. The materials shall meet the following requirements:

- (a) Dry-Cast Concrete Block: Dry-cast concrete block proposed for use shall be pre-cast and produced according Article 1042.02 and the requirements of ASTM C1372 except as follows:
 1. Fly ash shall be according to Articles 1010.01 and 1010.02(b).
 2. Ground granulated blast-furnace slag shall be according to Articles 1010.01 and 1010.05.
 3. Aggregate shall be according to Articles 1003.02 and 1004.02, with the exception of gradation.
 4. Water shall be according to Section 1002.
 5. Testing for freeze-thaw durability will not be required. However, unsatisfactory field performance as determined by the Department will be cause to prohibit the use of the block on Department projects.

- (b) Wet-cast Concrete Block: Wet-cast concrete block proposed for use shall be pre-cast and produced according to Section 1020 and Article 1042.02. The concrete shall be Class PC with a minimum compressive strength of at least 3000 psi (31 MPa) at 28 days.
- (c) Select fill: The select fill, defined as the material placed in the reinforced volume behind the wall, shall be according to Sections 1003 and 1004 of the Standard Specifications and the following:
- (1) Select Fill Gradation. Either a coarse aggregate or a fine aggregate may be used. For coarse aggregate, gradations CA 6 thru CA 16 may be used. For fine aggregate, gradations FA 1, FA 2, or FA 20 may be used.
 - (2) Select Fill Quality. The coarse or fine aggregate shall have a maximum sodium sulfate (Na_2SO_4) loss of 15 percent according to Illinois Modified AASHTO T 104.
 - (3) Select Fill Internal Friction Angle. The effective internal friction angle for the coarse or fine aggregate shall be a minimum 34 degrees according to AASHTO T 236 on samples compacted to 95 percent density according to Illinois Modified AASHTO T 99. The AASHTO T 296 test with pore pressure measurement may be used in lieu of AASHTO T 236. If the vendor's design uses a friction angle higher than 34 degrees, as indicated on the approved shop drawings, this higher value shall be taken as the minimum required.
 - (4) Select Fill and Geosynthetic Reinforcing. When geosynthetic reinforcing is used, the select fill pH shall be 4.5 to 9.0 according to Illinois Modified AASHTO T 289.
 - (5) Test Frequency. Prior to start of construction, the Contractor shall provide internal friction angle and pH test results to show the select fill material meets the specification requirements. However, the pH will be required only when geosynthetic reinforcing is used. All test results shall not be older than 12 months. In addition, a sample of select fill material will be obtained for testing and approval by the Department. Thereafter, the minimum frequency of sampling and testing at the jobsite will be one per 40,000 tons (36,300 metric tons) of select fill material. Testing to verify the internal friction angle will only be required when the wall design utilizes a minimum effective internal friction angle greater than 34 degrees, or when crushed coarse aggregate is not used.

When a fine aggregate is selected, the rear of all block joints shall be covered by a non-woven needle punch geotextile filter material according to Article 1080.05 of the Standard Specifications and shall have a minimum permeability according to ASTM D4491 of 0.008 cm/sec. All fabric overlaps shall be 6 in. (150 mm) and non-sewn. As an alternative to the geotextile, a coarse aggregate shall be placed against the back face of the blocks to create a minimum 12 in. (300 mm) wide continuous gradation filter to prevent the select fill material from passing through the block joints.

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

- (e) Soil Reinforcement: If soil reinforcement is required by the approved design, the Contractor shall submit a manufacturer's certification for the soil reinforcement properties which equals or exceeds those required in the design computations. The soil reinforcement shall be manufactured from high density polyethylene (HDPE) uniaxial or polypropylene biaxial resins or high tenacity polyester fibers with a PVC coating, stored between -20 and 140° F (-29 and 60° C). The following standards shall be used in determining and demonstrating the soil reinforcement capacities:

ASTM D638 Test Method for Tensile Properties of Plastic
ASTM D1248 Specification for Polyethylene Plastics Molding and Extrusion Materials
ASTM D4218 Test Method for Carbon Black Content in Polyethylene Compounds
ASTM D5262 Test Method for Evaluating the Unconfined Tension Creep Behavior of Geosynthetics
GG1-Standard Test Method for Geogrid Rib Tensile Strength
GG2-Standard Test Method for Geogrid Junction Strength
GG4-Standard Practice for Determination of the Long Term Design Strength of Geogrid
GG5-Standard Practice for Evaluating Geogrid Pullout Behavior

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

Internal stability design shall insure that adequate factors of safety against overturning and sliding are present at each level of block. If required by design, soil reinforcement shall be utilized and the loading at the block/soil reinforcement connection as well as the failure surface must be indicated. The calculations to determine the allowable load of the soil reinforcement and the factor of safety against pullout shall also be included. The analysis of settlement, bearing capacity, and overall slope stability are the responsibility of the Department.

External loads such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements, or other items shall be accounted for in the internal stability design of the wall.

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

The foundation material for the leveling pad and select fill volume shall be graded to the design elevation and compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. The Engineer will perform one density test per 1500 ft (450 m) of the entire length of foundation material through both cut and fill areas. Any foundation soils found to be unsuitable shall be removed and replaced as directed by the Engineer and shall be paid for according to Article 109.04.

The select fill lift placement shall closely follow the erection of each course of blocks. All aggregate shall be swept from the top of the block prior to placing the next block lift. If soil reinforcement is used, the select fill material shall be leveled and compacted before placing and attaching the soil reinforcement to the blocks. The soil reinforcement shall be pulled taut, staked in place, and select fill placed from the rear face of the blocks outward. The lift thickness shall be the lesser of 10 in. (255 mm) loose measurement or the proposed block height.

The select fill shall be compacted according to Article 205.05, except the minimum required compaction shall be 95 percent of the standard laboratory density. Compaction shall be achieved using a minimum of 3 passes of a lightweight mechanical tamper, roller, or vibratory system. The Engineer will perform one density test per 5000 cu yd (3800 cu m) and not less than one test per 2 ft (0.6m) of lift. The top 12 in. (300 mm) of backfill shall be a cohesive, impervious material capable of supporting vegetation, unless other details are specified on the plans.

The blocks shall be maintained in position as successive lifts are compacted along the rear face of the block. Vertical, horizontal, and rotational alignment tolerances shall not exceed 0.5 in. (12 mm) when measured along a 10 ft. (3 m) straight edge.

Method of Measurement. Segmental Concrete Block Wall will be measured by the square foot (square meter) of wall face from the top of block line to the theoretical top of the leveling pad for the length of the wall in a vertical plane, as shown on the contract plans.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for SEGMENTAL CONCRETE BLOCK WALL.

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES (LR 105)

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

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

Replace Article 105.07 of the Standard Specifications with the following:

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

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

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

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

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

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

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

reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

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

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

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

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

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

SPECIAL PROVISION
FOR
INSURANCE (LR 107-4)

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

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

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

McHenry County

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

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

Effective: November 2, 2006

Revised: August 1, 2013

Description. 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 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. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

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

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

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

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

For HMA mixtures measured in square yards: $Q, \text{ tons} = A \times D \times (G_{mb} \times 46.8) / 2000$. For HMA mixtures measured in square meters: $Q, \text{ metric tons} = A \times D \times (G_{mb} \times 1) / 1000$. 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: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- 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.

Basis of Payment. 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:

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

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.

COATED GALVANIZED STEEL CONDUIT (BDE)

Effective: January 1, 2013

Revise Article 1088.01(a)(3) of the Standard Specifications to read:

“(3) Coated Galvanized Steel Conduit. The conduit prior to coating shall meet the requirements for rigid metal conduit and be manufactured according to NEMA Standard No. RN1.

The coating shall have the following characteristics.

| | |
|-------------------------|---|
| Hardness | 85+ Shore A Durometer |
| Dielectric Strength | 400 V/mil @ 60 Hz |
| Aging | 1,000 Hours Atlas Weatherometer |
| Brittleness Temperature | 0 °F (-18 °C) when tested according to ASTM D 746 |
| Elongation | 200 percent |

The exterior galvanized surfaces shall be coated with a primer before the coating to ensure a bond between the zinc substrate and the coating. The bond strength created shall be greater than the tensile strength of the plastic coating. The nominal thickness of the coating shall be 40 mils (1 mm). The coating shall pass the following bonding test.

Two parallel cuts 1/2 in. (13 mm) apart and 1 1/2 in. (38 mm) in length shall be made with a sharp knife along the longitudinal axis. A third cut shall be made perpendicular to and crossing the longitudinal cuts at one end. The knife shall then be worked under the coating for 1/2 in. (13 mm) to free the coating from the metal.

Using pliers, the freed tab shall be pulled with a force applied vertically and away from the conduit. The tab shall tear rather than cause any additional coating to separate from the substrate.

A two part urethane coating shall be applied to the interior of the conduit. The internal coating shall have a nominal thickness of 2 mils (50 µm). The interior coating shall be applied in a manner so there are no runs, drips, or pinholes at any point. The coating shall not peel, flake, or chip off after a cut is made in the conduit or a scratch is made in the coating. The urethane interior coating applied shall afford sufficient flexibility to permit field bending without cracking or flaking of the interior coating.

All conduit fittings and couplings shall be as specified and recommended by the conduit manufacturer. All conduit fitting covers shall be furnished with stainless steel screws which have been encapsulated with a polyester material on the head to ensure maximum corrosion protection.”

CONCRETE BOX CULVERTS WITH SKEWS \leq 30 DEGREES REGARDLESS OF DESIGN FILL AND SKEWS $>$ 30 DEGREES WITH DESIGN FILLS $>$ 5 FEET (BDE)

Effective: April 1, 2012

Revise the second paragraph of Article 540.04 of the Standard Specifications to read:

“Unless otherwise noted on the plans, the Contractor shall have the option, when a cast-in-place concrete box culvert is specified, of constructing the box culvert using precast box culvert sections when the design cover is 6 in. (150 mm) minimum. The precast box culvert sections shall be designed for the same design cover shown on the plans for cast-in-place box culvert; shall be of equal or larger size opening, and shall satisfy the design requirements of ASTM C 1577.”

Revise the fourth paragraph of Article 540.06 of the Standard Specifications to read:

“The excavation and backfilling for precast concrete box culverts shall be according to the requirements of Section 502, except where the design fill is less than or equal to 8 ft (2.4 m), or the design fill is less than the clear span of the box. In these cases ASTM C 1577 requires a select granular backfill (porous granular material) over the box. If a porous granular backfill is required but is not detailed on the plans for the culvert(s), the Contractor shall have the option of either furnishing porous granular backfill where required to satisfy ASTM C 1577, or submitting an alternate design, sealed by an Illinois licensed Structural Engineer, which precludes the use of a porous granular backfill. In addition for all precast boxes a layer of porous granular material, at least 6 in. (150 mm) in thickness, shall be placed below the elevation of the bottom of the box. The porous granular material shall extend at least 2 ft (600 mm) beyond each side of the box. The precast concrete box culvert shall be laid according to the applicable requirements of Article 542.04(d). After installation, the interior and exterior joint gap between precast concrete box culvert sections shall be a maximum of 1 1/2 in. (38 mm).”

80294

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: January 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

| Effective Dates | Horsepower Range | Model Year |
|----------------------------|------------------|------------|
| June 1, 2010 ^{1/} | 600-749 | 2002 |
| | 750 and up | 2006 |
| June 1, 2011 ^{2/} | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |
| June 1, 2012 ^{2/} | 50-99 | 2004 |
| | 100-299 | 2003 |
| | 300-599 | 2001 |
| | 600-749 | 2002 |
| | 750 and up | 2006 |

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

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 20.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal: or
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's website at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and 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 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.

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 performance 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.
- (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.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it 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 or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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 Participation Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) TERMINATION OR REPLACEMENT. 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 the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then 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.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE 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 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (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 Regional 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 BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

| reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

| (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

| (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

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

Effective: April 1, 2009

Revised: July 1, 2009

Description. 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.

General. 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 work added by adjusted unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Added work paid for by time and materials 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 |

| 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 |
|----------|--------------------|--------------------------------------|
| B | sq yd to ton | 0.057 ton / sq yd / in depth |
| | sq m to metric ton | 0.00243 metric ton / sq m / mm depth |
| C | sq yd to ton | 0.056 ton / sq yd / in depth |
| | sq m to metric ton | 0.00239 m ton / sq m / mm depth |
| D | sq yd to cu yd | 0.028 cu yd / sq yd / in depth |
| | sq m to cu m | 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, \$/gal (\$/liter)
FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/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.

Progress Payments. 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.

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI_P and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

Basis of Payment. 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:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

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 as part of the contract plans for the following categories of work?

- | | | |
|--|-----|--------------------------|
| Category A Earthwork. | Yes | <input type="checkbox"/> |
| Category B Subbases and Aggregate Base Courses | Yes | <input type="checkbox"/> |
| Category C HMA Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category D PCC Bases, Pavements and Shoulders | Yes | <input type="checkbox"/> |
| Category E Structures | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

80229

GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

“1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains.”

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

“(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75 µm) sieve shall be 2±2.”

Revise Article 1004.05(c) of the Standard Specifications to read:

“(c) Gradation. The coarse aggregate gradations shall be as follows.

| Application | Gradation |
|---|---|
| Blotter | CA 15 |
| Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers | CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19 |
| Porous Granular Embankment, Porous Granular Backfill, and French Drains | CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18” |

80303

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

Effective: January 1, 2010

Revised: April 1, 2012

Description. 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 ten feet 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 Composition | Parameter | Individual Test (includes confined edges) | Unconfined Edge Joint Density Minimum |
|----------------------------|--------------------------|---|---------------------------------------|
| IL-4.75 | N _{design} = 50 | 93.0 – 97.4% | 91.0% |
| IL-9.5, IL-12.5 | N _{design} ≥ 90 | 92.0 – 96.0% | 90.0% |
| IL-9.5, IL-9.5L, IL-12.5 | N _{design} < 90 | 92.5 – 97.4% | 90.0% |
| IL-19.0, IL-25.0 | N _{design} ≥ 90 | 93.0 – 96.0% | 90.0% |
| IL-19.0, IL-19.0L, IL-25.0 | N _{design} < 90 | 93.0 – 97.4% | 90.0% |

| | | | |
|-----------|-------------------|--------------|--------|
| SMA | Ndesign = 50 & 80 | 93.5 – 97.4% | 91.0% |
| All Other | Ndesign = 30 | 93.0 - 97.4% | 90.0%" |

80246

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 550.02 of the Standard Specifications to read as follows:

| Item | Article Section |
|--|-----------------|
| (a) Clay Sewer Pipe | 1040.02 |
| (b) Extra Strength Clay Pipe | 1040.02 |
| (c) Concrete Sewer, Storm Drain, and Culvert Pipe | 1042 |
| (d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe | 1042 |
| (e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1) | 1042 |
| (f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1) | 1042 |
| (g) Polyvinyl Chloride (PVC) Pipe | 1040.03 |
| (h) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior | 1040.03 |
| (i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior | 1040.07 |
| (j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe | 1056 |
| (k) Mastic Joint Sealer for Pipe | 1055 |
| (l) External Sealing Band | 1057 |
| (m) Fine Aggregate (Note 2) | 1003.04 |
| (n) Coarse Aggregate (Note 3) | 1004.05 |
| (o) Reinforcement Bars and Welded Wire Fabric | 1006.10 |
| (p) Handling Hole Plugs | 1042.16 |
| (q) Polyethylene (PE) Pipe with a Smooth Interior | 1040.04 |
| (r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior | 1040.04 |

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

| "Class | Materials |
|--------|---|
| A | Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe |
| B | Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes: Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with a Smooth Interior" |

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

| STORM SEWERS | | | | | | | | | | | | | | | | |
|---|--|-----|------|-----|------|----|-----|--|------|-----|------|-----|------|----|-----|-----|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | | |
| Nominal Diameter in. | Type 1 | | | | | | | Type 2 | | | | | | | | |
| | Fill Height: 3' and less With 1' minimum cover | | | | | | | Fill Height: Greater than 3' not exceeding 10' | | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP |
| 10 | NA | 3 | X | X | X | X | X | NA | 1 | *X | X | X | X | X | NA | NA |
| 12 | IV | NA | X | X | X | X | X | II | 1 | *X | X | X | X | X | X | X |
| 15 | IV | NA | NA | X | X | NA | X | II | 1 | *X | X | X | X | NA | X | X |
| 18 | IV | NA | NA | X | X | X | X | II | 2 | X | X | X | X | X | X | X |
| 21 | III | NA | NA | X | X | NA | NA | II | 2 | X | X | X | X | NA | NA | NA |
| 24 | III | NA | NA | X | X | X | X | II | 2 | X | X | X | X | X | X | X |
| 27 | III | NA | NA | NA | NA | NA | NA | II | 2 | X | X | X | X | X | X | X |
| 30 | IV | NA | NA | NA | NA | X | X | II | 3 | X | NA | NA | NA | NA | NA | NA |
| 33 | III | NA | NA | NA | NA | NA | NA | II | 3 | X | X | X | X | X | X | X |
| 36 | III | NA | NA | NA | NA | X | X | II | NA | X | NA | NA | NA | NA | NA | NA |
| 42 | II | NA | X | X | NA | X | X | II | NA | X | X | X | X | X | NA | X |
| 48 | II | NA | X | X | NA | X | X | II | NA | X | X | X | X | X | NA | NA |
| 54 | II | NA | NA | NA | NA | X | X | II | NA | X | X | X | X | X | NA | X |
| 60 | II | NA | NA | NA | NA | NA | NA | II | NA | X | X | X | X | X | NA | NA |
| 66 | II | NA | NA | NA | NA | NA | NA | II | NA | X | X | X | X | X | NA | NA |
| 72 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA |
| 78 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA |
| 84 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA |
| 90 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA |
| 96 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA |
| 102 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA |
| 108 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe

STORM SEWERS (Metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

| Nominal Diameter in. | Type 1 | | | | | | | | | | | Type 2 | | | | | | | | | | |
|-------------------------|---|-----|------|-----|------|----|-----|-----|------|-----|------|--|------|----|-----|-----|--|--|--|--|--|--|
| | Fill Height: 1 m' and less With 300 mm minimum cover | | | | | | | | | | | Fill Height: Greater than 1 m not exceeding 3 m | | | | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | | | | | | |
| 250 | NA | 3 | X | X | X | X | X | NA | 1 | *X | X | X | X | X | NA | NA | | | | | | |
| 300 | IV | NA | X | X | X | X | X | II | 1 | *X | X | X | X | X | X | X | | | | | | |
| 375 | IV | NA | NA | X | NA | NA | NA | II | 1 | *X | X | X | NA | NA | X | X | | | | | | |
| 450 | IV | NA | NA | X | X | X | X | II | 2 | X | X | X | X | X | X | X | | | | | | |
| 525 | III | NA | NA | X | X | NA | NA | II | 2 | X | X | X | NA | NA | NA | NA | | | | | | |
| 600 | III | NA | NA | X | X | X | X | II | 2 | X | X | X | X | X | X | X | | | | | | |
| 675 | III | NA | NA | NA | NA | NA | NA | II | 3 | X | NA | NA | NA | NA | NA | NA | | | | | | |
| 750 | IV | NA | NA | X | X | X | X | II | 3 | X | X | X | X | X | X | X | | | | | | |
| 825 | III | NA | NA | NA | NA | NA | NA | II | NA | X | NA | NA | NA | NA | NA | NA | | | | | | |
| 900 | III | NA | NA | NA | X | X | X | II | NA | X | X | X | X | X | NA | X | | | | | | |
| 1050 | II | NA | X | X | NA | X | X | II | NA | X | X | NA | NA | X | NA | NA | | | | | | |
| 1200 | II | NA | X | X | NA | X | X | II | NA | X | X | NA | NA | X | NA | NA | | | | | | |
| 1350 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 1500 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | X | | | | | | |
| 1650 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 1800 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 1950 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 2100 | II | NA | NA | NA | NA | NA | NA | II | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 2250 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 2400 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 2550 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |
| 2700 | II | NA | NA | NA | NA | NA | NA | III | NA | NA | NA | NA | NA | NA | NA | NA | | | | | | |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe

| STORM SEWERS | | | | | | | | | | | | | | | |
|---|---|-----|------|-----|------|----|-----|---|------|-----|------|-----|------|----|-----|
| KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | | | | | | | |
| Nominal Diameter in. | Type 3 | | | | | | | Type 4 | | | | | | | |
| | Fill Height: Greater than 10' not exceeding 15' | | | | | | | Fill Height: Greater than 15' not exceeding 20' | | | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPP |
| 10 | NA | 2 | X | X | X | X | X | NA | NA | 3 | X | X | X | X | NA |
| 12 | III | 2 | X | X | X | NA | NA | X | IV | NA | NA | X | X | X | NA |
| 15 | III | 3 | X | X | X | NA | NA | X | IV | NA | NA | X | X | NA | X |
| 18 | III | NA | X | X | X | X | NA | X | IV | NA | NA | X | X | X | NA |
| 21 | III | NA | NA | X | X | NA | NA | NA | IV | NA | NA | X | X | NA | NA |
| 24 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA |
| 27 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | X | NA |
| 30 | III | NA | NA | X | X | X | NA | X | IV | NA | NA | X | X | NA | NA |
| 33 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | X | NA |
| 36 | III | NA | NA | X | X | X | NA | NA | IV | NA | NA | X | X | X | NA |
| 42 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA |
| 48 | III | NA | NA | X | NA | X | NA | NA | IV | NA | NA | X | NA | X | NA |
| 54 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 60 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 66 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 72 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 78 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 84 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 90 | III | NA | NA | NA | NA | NA | NA | NA | IV | NA | NA | NA | NA | NA | NA |
| 96 | III | NA | NA | NA | NA | NA | NA | NA | 1680 | NA | NA | NA | NA | NA | NA |
| 102 | IV | NA | NA | NA | NA | NA | NA | NA | 1690 | NA | NA | NA | NA | NA | NA |
| 108 | 1360 | NA | NA | NA | NA | NA | NA | NA | 1700 | NA | NA | NA | NA | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
 CSP Concrete Sewer, Storm drain, and Culvert Pipe
 PVC Polyvinyl Chloride Pipe
 CPVC Corrugated Polyvinyl Chloride Pipe
 ESCP Extra Strength Clay Pipe
 PE Polyethylene Pipe with a Smooth Interior
 CPE Corrugated Polyethylene Pipe with a Smooth Interior
 CPP Corrugated Polypropylene pipe with a Smooth Interior
 X This material may be used for the given pipe diameter and fill height.
 NA This material is Not Acceptable for the given pipe diameter and fill height.
 * May also use Standard Strength Clay Pipe
 Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

| Nominal Diameter in. | Type 3 | | | | | | | | | | Type 4 | | | | | |
|-------------------------|--|-----|------|-----|------|----|-----|-----|------|-----|--|-----|------|----|-----|--|
| | Fill Height: Greater than 3 m not exceeding 4.5 m | | | | | | | | | | Fill Height: Greater than 4.5 m not exceeding 6 m | | | | | |
| | RCCP | CSP | ESCP | PVC | CPVC | PE | CPE | CPP | RCCP | CSP | ESCP | PVC | CPVC | PE | CPP | |
| 250 | NA | 2 | X | X | X | X | X | NA | 3 | X | X | X | X | X | NA | |
| 300 | III | 2 | X | X | X | NA | NA | X | NA | NA | X | X | X | X | NA | |
| 375 | III | 3 | X | X | X | NA | NA | X | NA | NA | X | X | X | NA | X | |
| 450 | III | NA | X | X | X | NA | NA | X | NA | NA | X | X | X | NA | NA | |
| 525 | III | NA | X | X | X | NA | NA | NA | NA | NA | X | X | X | NA | NA | |
| 600 | III | NA | X | X | X | NA | NA | NA | NA | NA | X | X | X | NA | NA | |
| 675 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 750 | III | NA | NA | NA | NA | NA | NA | X | NA | NA | X | X | X | NA | NA | |
| 825 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 900 | III | NA | NA | NA | X | X | NA | NA | NA | NA | X | X | X | NA | NA | |
| 1050 | III | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA | |
| 1200 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | X | NA | NA | NA | NA | |
| 1350 | III | NA | NA | NA | NA | X | NA | NA | NA | NA | X | NA | NA | NA | NA | |
| 1500 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | X | NA | NA | NA | NA | |
| 1650 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | X | NA | NA | NA | NA | |
| 1800 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 1950 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 2100 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 2250 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 2400 | III | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 2550 | IV | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |
| 2700 | 70 | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | NA | |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
 CSP Concrete Sewer, Storm drain, and Culvert Pipe
 PVC Polyvinyl Chloride Pipe
 CPVC Corrugated Polyvinyl Chloride Pipe
 ESCP Extra Strength Clay Pipe
 PE Polyethylene Pipe with a Smooth Interior
 CPE Corrugated Polyethylene Pipe with a Smooth Interior
 CPP Corrugated Polypropylene pipe with a Smooth Interior
 X This material may be used for the given pipe diameter and fill height.
 NA This material is Not Acceptable for the given pipe diameter and fill height.
 * May also use Standard Strength Clay Pipe
 Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

| STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE | | | | | | | | | |
|--|---|-----|------|---|-----|------|---|------|------|
| Nominal Diameter in. | Type 5 Fill Height: Greater than 20' not exceeding 25' | | | Type 6 Fill Height: Greater than 25' not exceeding 30' | | | Type 7 Fill Height: Greater than 30' not exceeding 35' | | |
| | RCCP | PVC | CPVC | RCCP | PVC | CPVC | RCCP | CPVC | CPVC |
| | 10 | NA | X | X | NA | X | X | NA | NA |
| 12 | IV | X | X | V | X | X | V | V | X |
| 15 | IV | X | X | V | X | X | V | V | X |
| 18 | IV | X | X | V | X | X | V | V | X |
| 21 | IV | X | X | V | X | X | V | V | X |
| 24 | IV | X | X | V | X | X | V | V | X |
| 27 | IV | NA | NA | V | NA | NA | V | V | NA |
| 30 | IV | X | X | V | X | X | V | V | X |
| 33 | IV | NA | NA | V | NA | NA | V | V | NA |
| 36 | IV | X | X | V | X | X | V | V | X |
| 42 | IV | X | X | V | X | X | V | V | NA |
| 48 | IV | X | X | V | X | X | V | V | NA |
| 54 | IV | NA | NA | V | NA | NA | V | V | NA |
| 60 | IV | NA | NA | V | NA | NA | V | V | NA |
| 66 | IV | NA | NA | V | NA | NA | V | V | NA |
| 72 | V | NA | NA | V | NA | NA | V | V | NA |
| 78 | 2020 | NA | NA | 2370 | NA | NA | 2730 | NA | NA |
| 84 | 2020 | NA | NA | 2380 | NA | NA | 2740 | NA | NA |
| 90 | 2030 | NA | NA | 2390 | NA | NA | 2750 | NA | NA |
| 96 | 2040 | NA | NA | 2400 | NA | NA | 2750 | NA | NA |
| 102 | 2050 | NA | NA | 2410 | NA | NA | 2760 | NA | NA |
| 108 | 2060 | NA | NA | 2410 | NA | NA | 2770 | NA | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric)
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED
FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE

| Nominal Diameter in. | Type 5 Fill Height: Greater than 20' not exceeding 25' | | | | Type 6 Fill Height: Greater than 25' not exceeding 30' | | | Type 7 Fill Height: Greater than 30' not exceeding 35' | | |
|-------------------------|---|----|-----|------|---|-----|-----|---|------|------|
| | RCCP | | PVC | CPVC | RCCP | | PVC | CPVC | RCCP | CPVC |
| | 250 | NA | X | X | X | NA | NA | X | X | NA |
| 300 | IV | X | X | X | V | V | X | X | V | X |
| 375 | IV | X | X | X | V | V | X | X | V | X |
| 450 | IV | X | X | X | V | V | X | X | V | X |
| 525 | IV | X | X | X | V | V | X | X | V | X |
| 600 | IV | X | X | X | V | V | X | X | V | X |
| 675 | IV | NA | NA | NA | V | V | NA | NA | V | NA |
| 750 | IV | X | X | X | V | V | X | X | V | X |
| 825 | IV | NA | NA | NA | V | V | NA | NA | V | NA |
| 900 | IV | X | X | X | V | V | X | X | V | X |
| 1050 | IV | X | NA | NA | V | V | X | NA | V | NA |
| 1200 | IV | X | NA | NA | V | V | X | NA | V | NA |
| 1350 | IV | NA | NA | NA | V | V | NA | NA | V | NA |
| 1500 | IV | NA | NA | NA | V | V | NA | NA | V | NA |
| 1650 | IV | NA | NA | NA | V | V | NA | NA | V | NA |
| 1800 | V | NA | NA | NA | V | V | NA | NA | V | NA |
| 1950 | 100 | NA | NA | NA | 110 | 110 | NA | NA | 130 | NA |
| 2100 | 100 | NA | NA | NA | 110 | 110 | NA | NA | 130 | NA |
| 2250 | 100 | NA | NA | NA | 110 | 110 | NA | NA | 130 | NA |
| 2400 | 100 | NA | NA | NA | 120 | 120 | NA | NA | 130 | NA |
| 2550 | 100 | NA | NA | NA | 120 | 120 | NA | NA | 130 | NA |
| 2700 | 100 | NA | NA | NA | 120 | 120 | NA | NA | 130 | NA |

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

“**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

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

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

“1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer’s recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

80325

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

80254

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

“STATEMENTS AND PAYROLLS

The payroll records shall include the worker’s name, the worker’s address, the worker’s telephone number when available, the worker’s social security number, the worker’s classification or classifications, the worker’s gross and net wages paid in each pay period, the worker’s number of hours worked each day, the worker’s starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker’s hourly wage rate, the worker’s hourly overtime wage rate, the worker’s hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee’s social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department’s form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box (“No Work”, “Suspended”, or “Complete”) checked on the form.”

STATE CONTRACTS. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

“IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

80328

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

80281

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

“669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

“669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal.”

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

“The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL.”

80283

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

80319

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

Effective: April 2, 2004

Revised: April 1, 2009

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

| Item | Unit Mass (Weight) |
|---|--------------------------------|
| Metal Piling (excluding temporary sheet piling) | |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness) | 23 lb/ft (34 kg/m) |
| Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness) | 32 lb/ft (48 kg/m) |
| Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness) | 37 lb/ft (55 kg/m) |
| Other piling | See plans |
| Structural Steel | See plans for weights (masses) |
| Reinforcing Steel | See plans for weights (masses) |
| Dowel Bars and Tie Bars | 6 lb (3 kg) each |
| Mesh Reinforcement | 63 lb/100 sq ft (310 kg/sq m) |
| Guardrail | |
| Steel Plate Beam Guardrail, Type A w/steel posts | 20 lb/ft (30 kg/m) |
| Steel Plate Beam Guardrail, Type B w/steel posts | 30 lb/ft (45 kg/m) |
| Steel Plate Beam Guardrail, Types A and B w/wood posts | 8 lb/ft (12 kg/m) |
| Steel Plate Beam Guardrail, Type 2 | 305 lb (140 kg) each |
| Steel Plate Beam Guardrail, Type 6 | 1260 lb (570 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Tangent) | 730 lb (330 kg) each |
| Traffic Barrier Terminal, Type 1 Special (Flared) | 410 lb (185 kg) each |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | |
| Traffic Signal Post | 11 lb/ft (16 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m) | 14 lb/ft (21 kg/m) |
| Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m) | 21 lb/ft (31 kg/m) |
| Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m) | 13 lb/ft (19 kg/m) |
| Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m) | 19 lb/ft (28 kg/m) |
| Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m) | 31 lb/ft (46 kg/m) |
| Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m) | 65 lb/ft (97 kg/m) |
| Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m) | 80 lb/ft (119 kg/m) |
| Metal Railings (excluding wire fence) | |
| Steel Railing, Type SM | 64 lb/ft (95 kg/m) |
| Steel Railing, Type S-1 | 39 lb/ft (58 kg/m) |
| Steel Railing, Type T-1 | 53 lb/ft (79 kg/m) |
| Steel Bridge Rail | 52 lb/ft (77 kg/m) |
| Frames and Grates | |
| Frame | 250 lb (115 kg) |
| Lids and Grates | 150 lb (70 kg) |

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

| | | |
|--|-----|--------------------------|
| Metal Piling | Yes | <input type="checkbox"/> |
| Structural Steel | Yes | <input type="checkbox"/> |
| Reinforcing Steel | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement | Yes | <input type="checkbox"/> |
| Guardrail | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence) | Yes | <input type="checkbox"/> |
| Frames and Grates | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

80127

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

80301

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 1 . In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2012

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Materials.

Add the following to Article 1030.02 of the Standard Specifications.

“(h) Warm Mix Asphalt (WMA) Technologies (Note 3)”

Add the following note to Article 1030.02 of the Standard Specifications.

“Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, “Warm-Mix Asphalt Technologies”.”

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing

by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(d) 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. Additional mixture verification requirements include Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 which shall meet the criteria in Tables 1 and 2 respectively herein. The Contractor shall provide the additional material as follows:
 - a. Four gyratory specimens to be prepared in the Contractor's lab according to Illinois Modified AASHTO T324.
 - b. Sufficient mixture to conduct tensile strength testing according to Illinois Modified AASHTO T283.

Table 1. Illinois Modified AASHTO T324 Requirements ^{1/}

| Asphalt Binder Grade | # Wheel Passes | Max Rut Depth in. (mm) |
|----------------------|----------------|------------------------|
| PG 76-XX | 20,000 | 1/2 in. (12.5 mm) |
| PG 70-XX | 15,000 | 1/2 in. (12.5 mm) |

| | | |
|----------|-------|-------------------|
| PG 64-XX | 7,500 | 1/2 in. (12.5 mm) |
| PG 58-XX | 5,000 | 1/2 in. (12.5 mm) |

- 1/ Loose WMA shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Table 2. Tensile Strength Requirements

| Asphalt Binder Grade | Tensile Strength psi (kPa) | |
|----------------------|----------------------------|-------------|
| | Minimum | Maximum |
| PG 76-XX | 80 (552) | 200 (1379) |
| PG 70-XX | | |
| PG 64-XX | 60 (414) | 200 (1379)" |
| PG 58-XX | | |

Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

“At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.”

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

“Warm mix technologies shall be as follows.

- (1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).
- (2) Upon completion of the start-up, WMA, or HMA using WMA technologies, production shall cease. The Contractor may revert to conventional HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA, or HMA using WMA technologies, may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer.”

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

“During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by

the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein.”

Quality Control/Quality Assurance Testing.

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

| Parameter | Frequency of Tests | | Test Method See Manual of Test Procedures for Materials |
|--|---|--|--|
| | High ESAL Mixture Low ESAL Mixture | All Other Mixtures | |
| Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1. | 1 washed ignition oven test on the mix per half day of production Note 4. | 1 washed ignition oven test on the mix per day of production Note 4. | Illinois Procedure |
| Asphalt Binder Content by Ignition Oven Note 2. | 1 per half day of production | 1 per day | Illinois-Modified AASHTO T 308 |
| VMA Note 3. | Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | N/A | Illinois-Modified AASHTO R 35 |
| Air Voids Bulk Specific Gravity of Gyrotory Sample Note 5. | Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day) | 1 per day | Illinois-Modified AASHTO T 312 |

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

Note 1. The No. 8 (2.36 mm) and No. 30 (600 µm) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

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

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide 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 on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. 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 on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

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

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.