

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or DOT.DE-Contracts@Illinois.gov

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

STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS

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

BID SUBMITTAL CHECKLIST

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Do not include certificates with your bid.** Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – Your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

- Proposal Bid Bond** – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.
- Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid** The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
 Bureau of Small Business Enterprises
 Contract Compliance Section
 2300 South Dirksen Parkway, Room 319
 Springfield, Illinois 62764

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

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

QUESTIONS: pre-letting up to execution of the contract

Contractor pre-qualification	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

156

Proposal Submitted By
Name
Address
City

Letting January 20, 2017

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. 61D20
KANE County
Section 08-00058-02-BR
Route FAP 520 (Bliss Road)
Project BHOS-0089(126)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

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. 61D20
KANE County
Section 08-00058-02-BR
Project BHOS-0089(126)
Route FAP 520 (Bliss Road)
District 1 Construction Funds**

Replace the bridge over Blackberry Creek, located 0.21 miles northeast of Illinois Route 47 in Sugar Grove Township.

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.

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

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

Check box Yes
 Check box No

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

STATE JOB # - C-91-162-09
 PPS NBR -

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20
 ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 12/12/16
 RUN TIME - 183023

COUNTY NAME CODE DIST SECTION NUMBER PROJECT NUMBER ROUTE
 KANE 089 01 08-00058-02-BR BHOS-0089/126/000 FAP 520

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
A2002920	T-CELTIS OCCID 2-1/2	EACH	3.000 X				
A2005020	T-GYMNOCOLA DIO 2-1/2	EACH	4.000 X				
A2005674	T-OSTRYA VIRG CL 10'	EACH	12.000 X				
A2006520	T-QUERCUS BICOL 2-1/2	EACH	3.000 X				
A2006618	T-QUERCUS IMBR 2-1/2	EACH	3.000 X				
A2006720	T-QUERCUS MACR 2-1/2	EACH	5.000 X				
A2008519	T-ULMUS MRTN G TE 2.5	EACH	3.000 X				
B2000766	T-AMEL X GF AB SF 6'	EACH	6.000 X				
B2001166	T-CERCIS CAN CL 6'	EACH	7.000 X				
B2001566	T-CRATAE CRUS SF 6'	EACH	6.000 X				
B2001866	T-CRATAE MOLL CL 6'	EACH	5.000 X				
C2C02936	S-FORSYTH X INT 3'C	EACH	8.000 X				
C2C03432	S-HYDRA QUERCIF 2'C	EACH	7.000 X				
C2C06218	S-RIBES AMER WBC 18"C	EACH	7.000 X				
C2000536	S-ARONIA MELAN 3'	EACH	9.000 X				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 2
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
C2001136	S-CEPHALAN OCCID 3'	EACH	11.000	X	=		
C2001636	S-CORNUS SERICEA 3'	EACH	16.000	X	=		
C2002036	S-CORYLUS AMER 3'	EACH	10.000	X	=		
C2003436	S-HYDRA ARBOR AN 3'	EACH	7.000	X	=		
C2004536	S-MYRICA PEN 3'	EACH	7.000	X	=		
C2004840	S-PHYSD OP MONLO 3'	EACH	7.000	X	=		
C2007224	S-ROSA KNOCKOUT 24	EACH	10.000	X	=		
C2009410	S-SALIX DISCOLOR 3' BB	EACH	11.000	X	=		
C2009636	S-SAMBUCUS CANAD 3'	EACH	11.000	X	=		
C2010324	S-SPIREA NIP SM 2'	EACH	10.000	X	=		
C2010924	S-SYRINGA MEY PAL 2'	EACH	10.000	X	=		
C2012760	S-VIBURN PRUN 5'	EACH	5.000	X	=		
D2001984	E-PICEA GLAU DEN 7'	EACH	7.000	X	=		
D2002184	E-PICEA PUNGENS 7'	EACH	7.000	X	=		
D2002984	E-PINUS STROBUS 7'	EACH	3.000	X	=		

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 3
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
XX003032	GATE VALVES 12	EACH	2.000	=			
XX003168	WK ZONE PVT MK REM SP	FOOT	705.000	=			
XX004997	WAT SER CONN 2	EACH	1.000	=			
XX005054	LANDSCAPE PLANTI COMP	L SUM	1.000	=			
XX005633	ENTRY SIGNAGE	EACH	1.000	=			
XX007958	DIVERSION STRUCTURE	EACH	1.000	=			
X0326806	WASHOUT BASIN	L SUM	1.000	=			
X0327008	REM/REL SIGN SPECIAL	EACH	1.000	=			
X0327979	PAVMT MRKG REM GRIND	SQ FT	3,148.000	=			
X0327980	PAVMT MRKG REM WTR BL	SQ FT	627.000	=			
X2090215	SELECT GRAN BACK SPEC	CU YD	16.000	=			
X2111110	TOPSOIL PLACEMENT	CU YD	113.000	=			
X2130010	EXPLOR TRENCH SPL	FOOT	200.000	=			
X4021000	TEMP ACCESS- PRIV ENT	EACH	1.000	=			
X4022000	TEMP ACCESS- COM ENT	EACH	4.000	=			

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 4
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
X4400110	TEMP PAVT REMOVAL	SQ YD	991.000	=			
X5510100	STORM SEWER REMOVAL	FOOT	214.000	=			
X5610662	WATER MAIN ABANDON 12	FOOT	1,114.000	=			
X5630712	CONN TO EX W MAIN 12	EACH	3.000	=			
X5640150	FIRE HYDNT ASSY COMP	EACH	4.000	=			
X5860110	GRANULAR BACKFILL STR	CU YD	175.000	=			
X6026622	VV REMOVED	EACH	3.000	=			
X6330075	RELOC TB TERM (TEMP)	EACH	1.000	=			
X6331009	REM/REPL SPBGR SPL	FOOT	179.000	=			
X6610200	HMA CURB REPAIR	FOOT	16.000	=			
X6660445	ROW/PROPERTY CORNERS	EACH	13.000	=			
X7010216	TRAF CONT & PROT SPL	L SUM	1.000	=			
X7040125	PIN TEMP CONC BARRIER	EACH	367.000	=			
X7240207	REM EX SIGN COMPL	EACH	1.000	=			
X7810300	REC REF PVT MARKER	EACH	104.000	=			

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 5
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
X7830050	RAISD REF PM REFL REM	EACH	18.000	=			
Z0004530	HMA DRIVEWAY PAVT 8	SQ YD	25.000	=			
Z0004538	HMA DRIVEWAY PAVT 10	SQ YD	839.000	=			
Z0013797	STAB CONSTR ENTRANCE	SQ YD	89.000	=			
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000	=			
Z0018700	DRAINAGE STR REMOVED	EACH	5.000	=			
Z0046304	P UNDR FOR STRUCT 4	FOOT	168.000	=			
Z0049100	RAISE PVT MK REF REPL	EACH	18.000	=			
Z0062456	TEMP PAVEMENT	SQ YD	991.000	=			
Z0070200	SURVEY MONUMENTS	EACH	1.000	=			
Z0076600	TRAINEES	HOUR	1,000.000	=	0.80		800.00
Z0076604	TRAINEES TPG	HOUR	1,000.000	=	15.00		15,000.00
20101000	TEMPORARY FENCE	FOOT	200.000	=			
20101100	TREE TRUNK PROTECTION	EACH	18.000	=			
20200100	EARTH EXCAVATION	CU YD	6,201.000	=			

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 6
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
20201200	REM & DISP UNS MATL	CU YD	297.000	=			
20300100	CHANNEL EXCAVATION	CU YD	78.000	=			
20400800	FURNISHED EXCAVATION	CU YD	5,044.000	=			
20800150	TRENCH BACKFILL	CU YD	325.000	=			
21001000	GEOTECH FAB F/GR STAB	SQ YD	1,192.000	=			
21101505	TOPSOIL EXC & PLAC	CU YD	2,419.000	=			
25000210	SEEDING CL 2A	ACRE	2.750	=			
25000312	SEEDING CL 4A	ACRE	0.500	=			
25000314	SEEDING CL 4B	ACRE	0.750	=			
25000400	NITROGEN FERT NUTR	POUND	248.000	=			
25000600	POTASSIUM FERT NUTR	POUND	248.000	=			
25100630	EROSION CONTR BLANKET	SQ YD	18,406.000	=			
28000250	TEMP EROS CONTR SEED	POUND	1,464.000	=			
28000305	TEMP DITCH CHECKS	FOOT	370.000	=			
28000315	AGG DITCH CHECKS	TON	4.300	=			

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 7
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
28000400	PERIMETER EROS BAR	FOOT	3,807.000				
28000500	INLET & PIPE PROTECT	EACH	4.000				
28000510	INLET FILTERS	EACH	10.000				
28100105	STONE RIPRAP CL A3	SQ YD	42.000				
28100107	STONE RIPRAP CL A4	SQ YD	911.000				
28200200	FILTER FABRIC	SQ YD	953.000				
30300001	AGG SUBGRADE IMPROVE	CU YD	297.000				
30300112	AGG SUBGRADE IMPR 12	SQ YD	7,259.000				
31101100	SUB GRAN MAT B	CU YD	28.000				
31101200	SUB GRAN MAT B 4	SQ YD	1,854.000				
35501332	HMA BASE CSE 12	SQ YD	518.000				
35600724	HMA BC WID 12	SQ YD	297.000				
40600635	LEV BIND MM N70	TON	388.000				
40600982	HMA SURF REM BUTT JT	SQ YD	212.000				
40600990	TEMPORARY RAMP	SQ YD	275.000				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 8
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
40603085	HMA BC IL-19.0 N70	TON	1,759.000	=		
40603340	HMA SC "D" N70	TON	1,015.000	=		
40700100	BIT MATLS TACK CT	POUND	888.000	=		
40800025	BIT MATLS PR CT	POUND	4,439.000	=		
42000070	PVT CON HMA BR APP SL	SQ YD	143.000	=		
44000100	PAVEMENT REM	SQ YD	3,800.000	=		
44000157	HMA SURF REM 2	SQ YD	1,132.000	=		
44000159	HMA SURF REM 2 1/2	SQ YD	969.000	=		
44000200	DRIVE PAVEMENT REM	SQ YD	1,260.000	=		
44000500	COMB CURB GUTTER REM	FOOT	1,041.000	=		
44004000	PAVED DITCH REMOVAL	FOOT	155.000	=		
44201717	CL D PATCH T2 6	SQ YD	10.000	=		
44201721	CL D PATCH T3 6	SQ YD	32.000	=		
44201745	CL D PATCH T3 8	SQ YD	38.000	=		
44201747	CL D PATCH T4 8	SQ YD	51.000	=		

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 9
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
44300200	STRIP REF CR CON TR	FOOT	800.000				
48203009	HMA SHOULDERS 3	SQ YD	131.000				
48203023	HMA SHOULDERS 6 1/2	SQ YD	1,034.000				
50100100	REM EXIST STRUCT	EACH	1.000				
50104400	CONC HDWL REM	EACH	1.000				
50105220	PIPE CULVERT REMOV	FOOT	165.000				
50200100	STRUCTURE EXCAVATION	CU YD	117.000				
50300225	CONC STRUCT	CU YD	89.800				
50300255	CONC SUP-STR	CU YD	170.300				
50300260	BR DECK GROOVING	SQ YD	750.000				
50300300	PROTECTIVE COAT	SQ YD	875.000				
50301350	CONC SUPSTR APP SLAB	CU YD	153.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				
50500505	STUD SHEAR CONNECTORS	EACH	1,560.000				
50800205	REINF BARS, EPOXY CTD	POUND	84,670.000				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 10
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
50800515	BAR SPLICERS	EACH	540.000	=		
51201600	FUR STL PILE HP12X53	FOOT	462.000	=		
51202305	DRIVING PILES	FOOT	462.000	=		
51203600	TEST PILE ST HP12X53	EACH	2.000	=		
51204650	PILE SHOES	EACH	16.000	=		
51500100	NAME PLATES	EACH	1.000	=		
52100520	ANCHOR BOLTS 1	EACH	32.000	=		
52200010	TEMP SHT PILING	SQ FT	3,896.000	=		
52200020	TEMP SOIL RETEN SYSTEM	SQ FT	391.000	=		
52200800	SEG CONC BLOCK WALL	SQ FT	187.000	=		
542A0223	P CUL CL A 1 18	FOOT	84.000	=		
5421C012	P CUL CL C 1 12 TEMP	FOOT	48.000	=		
54213663	PRC FLAR END SEC 18	EACH	4.000	=		
54215436	CIP RC END SEC 36	EACH	1.000	=		
550A0050	STORM SEW CL A 1 12	FOOT	180.000	=		

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 11
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
550A0160	STORM SEW CL A 1 36	FOOT	283.000				
56100600	WATER MAIN 6	FOOT	90.000				
56100900	WATER MAIN 12	FOOT	1,128.000				
56400300	FIRE HYDNTS TO BE ADJ	EACH	1.000				
56400500	FIRE HYDNTS TO BE REM	EACH	2.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	98.000				
59300100	CONTR LOW-STRENG MATL	CU YD	75.000				
60100060	CONC HDWL FOR P DRAIN	EACH	7.000				
60100945	PIPE DRAINS 12	FOOT	120.000				
60108100	PIPE UNDERRAIN 4 SP	FOOT	47.000				
60108204	PIPE UNDERDR T 2 4	FOOT	2,133.000				
60203905	CB TA 5 DIA T1F CL	EACH	1.000				
60221000	MAN TA 5 DIA T1F OL	EACH	1.000				
60221100	MAN TA 5 DIA T1F CL	EACH	1.000				
60224446	MAN TA 7 DIA T1F CL	EACH	1.000				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 12
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	CTS
				DOLLARS	CENTS		
60235300	INLETS TA T1F CL	EACH	2.000				
60237470	INLETS TA T24F&G	EACH	3.000				
60240328	INLETS TB T24F&G	EACH	2.000				
60248900	VV TA 5 DIA T1F CL	EACH	2.000				
60256940	MAN ADJ NEW T24F&G	EACH	1.000				
60265700	VV ADJUST	EACH	2.000				
60603800	COMB CC&G TB6.12	FOOT	66.000				
60605000	COMB CC&G TB6.24	FOOT	992.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	337.500				
63100087	TRAF BAR TERM T6A	EACH	4.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	4.000				
63200310	GUARDRAIL REMOV	FOOT	592.000				
67000500	ENGR FIELD OFFICE B	CAL MO	7.000				
67100100	MOBILIZATION	L SUM	1.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	16.000				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 13
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
70300100	SHORT TERM PAVT MKING	FOOT	883.000				
70300150	SHRT TRM PAVT MK REM	SQ FT	292.000				
70300220	TEMP PVT MK LINE 4	FOOT	7,728.000				
70300280	TEMP PVT MK LINE 24	FOOT	50.000				
70300520	PAVT MARK TAPE T3 4	FOOT	705.000				
70400100	TEMP CONC BARRIER	FOOT	1,600.000				
70400200	REL TEMP CONC BARRIER	FOOT	1,450.000				
70600242	IMP ATTN TEMP NRN TL2	EACH	2.000				
70600342	IMP ATTN REL NRN TL2	EACH	2.000				
72501000	TERMINAL MARKER - DA	EACH	4.000				
78009000	MOD URETH PM LTR-SYM	SQ FT	255.000				
78009004	MOD URETH PM LINE 4	FOOT	9,205.000				
78009006	MOD URETH PM LINE 6	FOOT	732.000				
78009008	MOD URETH PM LINE 8	FOOT	2,066.000				
78009012	MOD URETH PM LINE 12	FOOT	282.000				

FAP 520
 08-00058-02-BR
 KANE

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 61D20

ECMS002 DTGECM03 ECMR003 PAGE 14
 RUN DATE - 12/12/16
 RUN TIME - 183023

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
78009024	MOD URETH PM LINE 24	FOOT	73.000				
78100105	RAISED REF PVT MKR BR	EACH	6.000				
78200005	GRDRAIL REF TYPE A	EACH	13.000				
78200011	BARR WALL REF TYPE C	EACH	124.000				
78300200	RAISED REF PVT MK REM	EACH	27.000				
TOTAL				\$			

NOTE:

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

RETURN WITH BID

G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH BID

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

RETURN WITH BID

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

RETURN WITH BID

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.**

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

NA-FEDERAL

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

RETURN WITH BID

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

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

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

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

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

- 1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___ No ___
2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

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.

_____ Date _____
Signature of Authorized Representative

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

**Contract No. 61D20
KANE County
Section 08-00058-02-BR
Project BHOS-0089(126)
Route FAP 520 (Bliss Road)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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. 61D20
KANE County
Section 08-00058-02-BR
Project BHOS-0089(126)
Route FAP 520 (Bliss Road)
District 1 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

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

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)
Business Address _____

(IF A JOINT VENTURE)

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

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(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
--------------------------	---------------------	---------------------

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



Return with Bid

Division of Highways
Proposal Bid Bond

Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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 Notary Public)

(Name of Notary Public)

(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. 61D20
KANE County
Section 08-00058-02-BR
Project BHOS-0089(126)
Route FAP 520 (Bliss Road)
District 1 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and 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 (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. January 20, 2017. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 61D20
KANE County
Section 08-00058-02-BR
Project BHOS-0089(126)
Route FAP 520 (Bliss Road)
District 1 Construction Funds**

Replace the bridge over Blackberry Creek, located 0.21 miles northeast of Illinois Route 47 in Sugar Grove Township.

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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 4-1-16) (Revised 1-1-17)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>		<u>Page No.</u>
106	Control of Materials.....	1
403	Bituminous Surface Treatment (Class A-1, A-2, A-3)	2
420	Portland Cement Concrete Pavement	3
502	Excavation for Structures.....	5
503	Concrete Structures.....	7
504	Precast Concrete Structures.....	10
542	Pipe Culverts.....	11
586	Sand Backfill for Vaulted Abutments	12
670	Engineer's Field Office and Laboratory	14
704	Temporary Concrete Barrier	15
888	Pedestrian Push-Button	17
1003	Fine Aggregates	18
1004	Coarse Aggregates.....	19
1006	Metals	21
1020	Portland Cement Concrete.....	22
1103	Portland Cement Concrete Equipment.....	24

CHECK SHEET
FOR
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

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

RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
1	X Additional State Requirements for Federal-Aid Construction Contracts	26
2	X Subletting of Contracts (Federal-Aid Contracts)	29
3	X EEO	30
4	Specific EEO Responsibilities Non Federal-Aid Contracts	40
5	Required Provisions - State Contracts	45
6	Asbestos Bearing Pad Removal	51
7	Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	52
8	X Temporary Stream Crossings and In-Stream Work Pads	53
9	Construction Layout Stakes Except for Bridges	54
10	X Construction Layout Stakes	57
11	Use of Geotextile Fabric for Railroad Crossing	60
12	Subsealing of Concrete Pavements	62
13	Hot-Mix Asphalt Surface Correction	66
14	Pavement and Shoulder Resurfacing	68
15	Patching with Hot-Mix Asphalt Overlay Removal	69
16	Polymer Concrete	70
17	PVC Pipeliner	72
18	Bicycle Racks	73
19	Temporary Portable Bridge Traffic Signals	75
20	Work Zone Public Information Signs	77
21	Nighttime Inspection of Roadway Lighting	78
22	English Substitution of Metric Bolts	79
23	Calcium Chloride Accelerator for Portland Cement Concrete	80
24	Quality Control of Concrete Mixtures at the Plant	81
25	X Quality Control/Quality Assurance of Concrete Mixtures	89
26	Digital Terrain Modeling for Earthwork Calculations	105
27	Reserved	107
28	Preventive Maintenance – Bituminous Surface Treatment (A-1)	108
29	Preventive Maintenance – Cape Seal	114
30	Preventive Maintenance – Micro-Surfacing	129
31	Preventive Maintenance – Slurry Seal	140
32	Temporary Raised Pavement Markers	149
33	Restoring Bridge Approach Pavements Using High-Density Foam	150
34	Portland Cement Concrete Inlay or Overlay	153

CHECK SHEET
FOR
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
LRS 1 Reserved	158
LRS 2 <input type="checkbox"/> Furnished Excavation	159
LRS 3 <input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	160
LRS 4 <input type="checkbox"/> Flaggers in Work Zones	161
LRS 5 <input type="checkbox"/> Contract Claims	162
LRS 6 <input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	163
LRS 7 <input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	169
LRS 8 Reserved.	175
LRS 9 <input type="checkbox"/> Bituminous Surface Treatments	176
LRS 10 Reserved	177
LRS 11 <input type="checkbox"/> Employment Practices	178
LRS 12 <input type="checkbox"/> Wages of Employees on Public Works	180
LRS 13 <input type="checkbox"/> Selection of Labor	182
LRS 14 <input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	183
LRS 15 <input type="checkbox"/> Partial Payments	186
LRS 16 <input type="checkbox"/> Protests on Local Lettings	187
LRS 17 <input type="checkbox"/> Substance Abuse Prevention Program.....	188
LRS 18 <input type="checkbox"/> Multigrade Cold Mix Asphalt	189

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
LOCATION OF PROJECT	1
DESCRIPTION OF PROJECT.....	1
COMPLETION DATE PLUS WORKING DAYS.....	2
GEOTECHNICAL REPORT	3
EARTH EXCAVATION.....	3
TEMPORARY ACCESS.....	4
STABILIZED CONSTRUCTION ENTRANCE.....	5
EXPLORATION TRENCH, SPECIAL	6
PRECAST REINFORCED CONCRETE FLARED END SECTIONS.....	6
CHANGEABLE MESSAGE SIGN	7
TEMPORARY INFORMATION SIGNING.....	7
WASHOUT BASIN	8
TOPSOIL PLACEMENT.....	9
TEMPORARY PAVEMENT.....	9
STORM SEWER REMOVAL	10
REMOVE AND RELOCATE STEEL PLATE BEAM GUARDRAIL AND TERMINAL	10
HOT-MIX ASPHALT CURB REPAIR.....	11
RIGHT OF WAY AND PROPERTY CORNERS	11
RECESSED REFLECTIVE PAVEMENT MARKERS	12
RAISED REFLECTIVE PAVEMENT MARKER REFLECTOR REMOVAL AND REPLACEMENT.....	12
REMOVE EXISTING SIGN COMPLETE	12
SEGMENTAL CONCRETE BLOCK WALL.....	13
ENTRY SIGNAGE.....	14

DEWATERING AND DIVERSION	15
LANDSCAPE PLANTING COMPLETE	18
REMOVE AND RELOCATE SIGN (SPECIAL)	18
WATER MAIN AND APPURTENANCES	19
SELECT GRANULAR BACKFILL, SPECIAL	32
FIRE HYDRANTS TO BE REMOVED	33
FIRE HYDRANTS TO BE ADJUSTED	33
REMOVE EXISTING VALVE AND VAULT	34
WATER MAIN TO BE ABANDONED	34
DRAINAGE STRUCTURE TO BE REMOVED	35
GUARDRAIL MARKERS	35
SURVEY MONUMENT	36
HOT-MIX ASPHALT DRIVEWAY PAVEMENT	37
WORK ZONE PAVEMENT MARKING REMOVAL, SPECIAL	37
AGGREGATE SUBGRADE IMPROVEMENT (D-1)	39
COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)	42
EMBANKMENT I	43
FRICTION AGGREGATE (D-1)	45
GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)	48
HEAT OF HYDRATION CONTROL FOR CONCRETE STRUCTURES (D-1)	50
HMA MIXTURE DESIGN REQUIREMENTS (D-1)	51
MAINTENANCE OF ROADWAYS	58
PUBLIC CONVENIENCE AND SAFETY (DIST 1)	59
RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1)	60
SLIPFORM PAVING (D-1)	70
STATUS OF UTILITIES (D-1)	71
TRAFFIC CONTROL PLAN	80

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

TRAFFIC CONTROL AND PROTECTION (ARTERIALS)	81
IDOT TRAINING PROGRAM GRADUATE ON-THE-JOB TRAINING SPECIAL PROVISION (TPG)....	82
STORM WATER POLLUTION PREVENTION PLAN (SWPPP)	85
NOTICE OF INTENT (NOI)	94
PERMITS:	
U.S. ARMY CORPS OF ENGINEERS (RP3/RP7)	97
REGULATED FLOODWAY CONSTRUCTION PERMIT (IDOT)	111
IEPA PUBLIC WATER SUPPLY CONSTRUCTION PERMIT	114
KANE COUNTY STORM WATER PERMIT (SELF-CERTIFICATION STATEMENT)	117
KANE-DUPAGE STORM WATER CONSERVATION DISTRICT (KDSWCD)	118
IEPA LPC 662 FORM	119
PARTIAL STRUCTURE GEOTECHNICAL REPORT: DATED MARCH 1, 2012 (BY TESTING SERVICE CORPORATION)	121
PARTIAL REPORT OF SOILS EXPLORATION: DATED MAY 13, 2015 (BY TESTING SERVICE CORPORATION)	136
SOIL SAMPLING AND pH ANALYSIS: DATED MAY 19, 2015 (BY TESTING SERVICE CORPORATION)	156

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

<u>LR #</u>	<u>Pg #</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
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 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	161	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
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 403-3		<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment (A-1)	July 1, 2016	
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	
LR 80029-1		<input type="checkbox"/> Disadvantaged Business Enterprise Participation for Local Lettings	Aug. 26, 2016	

BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274		Aggregate Subgrade Improvement	April 1, 2012	April 1, 2016
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	162	X Bituminous Materials Cost Adjustments	Nov. 2, 2006	July 1, 2015
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
80366	165	X Butt Joints	July 1, 2016	
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	July 1, 2016
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	April 1, 2016
80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	April 1, 2016
80261	166	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80029	169	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	July 2, 2016
* 80378		Dowel Bar Inserter	Jan. 1, 2017	
80229	180	X Fuel Cost Adjustment	April 1, 2009	July 1, 2015
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	184	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2016
80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2016
80376	185	X Hot-Mix Asphalt – Tack Coat	Nov. 1, 2016	
80367		Light Poles	July 1, 2016	
80368		Light Tower	July 1, 2016	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	April 1, 2016
80369		Mast Arm Assembly and Pole	July 1, 2016	
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	April 1, 2016
80371	186	X Pavement Marking Removal	July 1, 2016	
80298		Pavement Marking Tape Type IV	April 1, 2012	April 1, 2016
80377		Portable Changeable Message Signs	Nov. 1, 2016	
* 80359	187	X Portland Cement Concrete Bridge Deck Curing	April 1, 2015	Jan. 1, 2017
80338		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	April 1, 2016
80300		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	April 1, 2016
80328	189	X Progress Payments	Nov. 2, 2013	
34261		Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157		Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306		Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2016
* 80340		Speed Display Trailer	April 2, 2014	Jan. 1, 2017
80127	190	X Steel Cost Adjustment	April 2, 2004	July 1, 2015
* 80379	194	X Steel Plate Beam Guardrail	Jan. 1, 2017	
80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	April 1, 2016
20338	197	X Training Special Provisions	Oct. 15, 1975	
80318		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80381	200	X Traffic Barrier Terminal, Type 1 Special	Jan. 1, 2017	

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80380		Tubular Markers	Jan. 1, 2017	
80288	201	X Warm Mix Asphalt	Jan. 1, 2012	April 1, 2016
80302	203	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289		Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071		Working Days	Jan. 1, 2002	

The following special provisions are in the 2017 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>
80360	Coarse Aggregate Quality	Article 1004.01	July 1, 2015	
80363	Engineer's Field Office	Article 670.07	April 1, 2016	
80358	Equal Employment Opportunity	Recurring CS #1 and #5	April 1, 2015	
80364	Errata for the 2016 Standard Specifications	Supplemental	April 1, 2016	
80342	Mechanical Side Tie Bar Inserter	Articles 420.03, 420.05, and 1103.19	Aug. 1, 2014	April 1, 2016
80370	Mechanical Splicers	Article 1006.10	July 1, 2016	
80361	Overhead Sign Structures Certification of Metal Fabricator	Article 106.08	Nov. 1, 2015	April 1, 2016
80365	Pedestrian Push-Button	Article 888.03	April 1, 2016	
80353	Portland Cement Concrete Inlay or Overlay	Recurring CS #34	Jan. 1, 2015	April 1, 2016
80372	Preventive Maintenance – Bituminous Surface Treatment (A-1)	Recurring CS #28	Jan. 1, 2009	July 1, 2016
80373	Preventive Maintenance – Cape Seal	Recurring CS #29	Jan. 1, 2009	July 1, 2016
80374	Preventive Maintenance – Micro Surfacing	Recurring CS #30	Jan. 1, 2009	July 1, 2016
80375	Preventive Maintenance – Slurry Seal	Recurring CS #31	Jan. 1, 2009	July 1, 2016
80362	Steel Slag in Trench Backfill	Articles 1003.01 and 1003.04	Jan. 1, 2016	
80355	Temporary Concrete Barrier	Articles 704.02, 704.04, 704.05, and 704.06	Jan. 1, 2015	July 1, 2015

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

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

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 20, 2017 Letting

Pg #	√	File Name	Title	Effective	Revised
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Apr 1, 2016
		GBSP 12	Drainage System	June 10, 1994	Jun 24, 2015
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Apr 1, 2016
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	Apr 22, 2016
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	Apr 22, 2016
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Apr 1, 2016
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jun 24, 2015
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Apr 1, 2016
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Oct 4, 2016
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
204	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Apr 1, 2016
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	Apr 1, 2016
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Apr 22, 2016
		GBSP 61	Slipform Parapet	June 1, 2007	Apr 22, 2016
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	Oct 5, 2015
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011
		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Jun 24, 2015
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
205	X	GBSP 78	Bridge Deck Construction	Oct 22, 2013	Oct 4, 2016
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	Apr 1, 2016
		GBSP 81	Membrane Waterproofing for Buried Structures	Oct 4, 2016	
		GBSP 82	Metallizing of Structural Steel	Oct 4, 2016	
		GBSP 83	Hot Dip Galvanizing for Structural Steel	Oct 4, 2016	
		GBSP 85	Micropiles	Apr 19, 1996	Oct 5, 2015
		GBSP 86	Drilled Shafts	Oct 5, 2015	Oct 4, 2016
		GBSP 87	Lightweight Cellular Concrete Fill	Nov 11, 2011	Apr 1, 2016
		GBSP 88	Corrugated Structural Plate Structures	Apr 22, 2016	
		GBSP 89	Preformed Pavement Joint Seal	Oct 4, 2016	

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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The following Guide Bridge Special Provisions have been incorporated into the 2016 Standard Specifications:

File Name	Title	Std Spec Location
GBSP32	Temporary Sheet Piling	522
GBSP38	Mechanically Stabilized Earth Retaining Walls	522
GBSP42	Drilled Soldier Pile Retaining Wall	522
GBSP43	Driven Soldier Pile Retaining Wall	522
GBSP44	Temporary Soil Retention System	522
GBSP46	Geotextile Retaining Walls	522
GBSP57	Temporary Mechanically Stabilized Earth Retaining Walls	522
GBSP62	Concrete Deck Beams	504
GBSP64	Segmental Concrete Block Wall	522
GBSP65	Precast Modular Retaining Wall	522
GBSP73	Cofferdams	2017 Supp
GBSP74	Permanent Steel Sheet Piling (LRFD)	522
GBSP76	Granular Backfill for Structures	2017 Supp
GBSP80	Fabric Reinforced Elastomeric	1028
GBSP84	Precast, Prestressed Concrete Beams	2017 Supp

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

File Name	Title	Disposition:
GBSP70	Braced Excavation	Use TSRS per Sec 522

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of Contract No. 61D20, Section 08-00058-02-BR, Project BHOS-0089(126), Job No. C-91-162-09 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The project is located along the centerline of Bliss Road approximately 0.21 mile northeast of the intersection of Bliss Road and Illinois Route 47 and extends in the northerly direction in Sugar Grove Township, Kane County. The net and gross length of the improvement is 1,815 feet (0.344 mile).

DESCRIPTION OF PROJECT

The work consists of bridge removal, new bridge, piers and approach slab construction, pavement removal and reconstruction, placement of embankment, shoulder construction, storm sewers, water main and appurtenances, guardrail installation, placement of pavement marking, landscaping and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

COMPLETION DATE PLUS WORKING DAYS

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

"When a completion date plus working days is specified, the Contractor shall complete all contract items and safely open all roadways to traffic by 11:59 PM on **October 27, 2017** except as specified herein. This work shall include final surface courses, guardrail, pavement markings and signing and all lanes of traffic open.

Interim Completion Dates will be required for this contract.

There will be an interim date for the construction of the water main and appurtenances. The water main will need to be constructed and operational no later than **April 27, 2017**. The water mains are critical mains to the Village of Sugar Grove water supply and there are certain times of the year where they cannot have these mains out of service. The roadways will remain open during this operation unless otherwise approved by the Engineer.

At the beginning of Stage 2, the Contractor will be required to expedite a portion of the Stage 2 work, referred herein to and in the plans, as Stage 2A. The Contractor shall complete Stage 2A which includes Bliss Road improvements from Sta. 10+00 to Sta. 14+00 left of centerline, including the Village Bible Church entrance which will be open to traffic at the end of Stage 2A. The Stage 2A work will need to be constructed and operational no later than **September 5, 2017**. The pavement and driveway in Stage 2A need only to be paved with the HMA binder course at the completion of this stage.

The Contractor will be allowed to complete all seeding and tree planting operations requiring planting between October 15 to December 1, erosion control blanket for same, right-of-way corner, trees and remaining 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 restoration, permanent striping, cleanup 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 interim and completion date and the number of working days.

GEOTECHNICAL REPORT

Partial Geotechnical Reports have been included as part of the contract documents. The reports were completed by Testing Service Corporation, Ltd. The partial reports included are as follows:

Report of Soils Exploration: May 13, 2015
Structural Geotechnical Report: March 1, 2012

Those seeking the full geotechnical report should contact the owner of record. To make arrangements for access to this information please contact:

Jennifer O'Connell, PE
Project Manager
Kane County Division of Transportation
630-584-1170

EARTH EXCAVATION

This item shall be completed in accordance with the applicable portions of Section 202 of the Standard Specifications with the following general additions. This work shall include removal of all earth material shown on the cross sections or as directed by the Engineer. Earth Excavation will also include all aggregate base courses, aggregate sub-bases and aggregate surfaces and shoulders. Earth excavation will not include the excavation of topsoil, unsuitable materials, and removal items for existing bituminous and concrete pavements, driveways and shoulders.

For this project, it is the intention of this specification to pay for the handling of earthwork material only once, regardless of staging or Contractor's operations. The Contractor shall be responsible for his earthwork operations for excavating and stockpile excavated materials for re-handling at a later date. This applies to all excavated material to be used in embankments, shoulders or as topsoil re-spread.

Temporary earth stockpiles will not be allowed on the adjacent properties without the permission of the owner and approval of the Engineer. It will be the contractor's responsibility to acquire permission from the appropriate owner prior to stock piling any materials on those properties. The contractor will provide the Engineer with a written statement from the property owner stating said permission has been granted. This work will be considered part of the contract. As such, if the Contractor chooses to do this work as part of the close out or punch list work, contract days will continue to be counted until all stockpiles are removed and all disturbed areas are restored to at least to their original condition.

A shrinkage Factor of 15% was used for this Project.

Overhaul will not be paid for separately but shall be INCLUDED in the unit price per Cubic Yard for EARTH EXCAVATION.

TEMPORARY ACCESS

Description: The work shall consist of the construction and maintenance aggregate surface course for temporary access to private entrances and commercial entrances according to Section 402 of the Standard Specifications 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. The use of existing onsite aggregate is permitted.

- (a) Private Entrance. The minimum width shall be twelve (12) feet. The minimum compacted thickness shall be 6 inch. The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Commercial Entrance. The minimum width shall be 24 feet. The minimum compacted thickness shall be 9 in. The maximum grade shall be six percent, except as required to match the existing grade.

Maintaining the temporary access shall include relocating and/or re-grading 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. The Contractor shall maintain roadway access to the entrances. Maintaining roadway access will not be measured for payment.

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.

Basis of Payment: Aggregate surface course for temporary access will be measured for payment as Each for every private entrance and commercial entrance constructed for the purpose of temporary access. Aggregate surface course for temporary access will be paid for at the contract unit price per Each for TEMPORARY ACCESS (PRIVATE ENTRANCE) or TEMPORARY ACCESS (COMMERCIAL ENTRANCE).

If a residential drive or commercial entrance is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.

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 (60) 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.

STABILIZED CONSTRUCTION ENTRANCE

Description: The work shall consist of the construction of aggregate fill and filter fabric for the construction of the stabilized construction entrance. This work may not be required but has been included in the contract in the event it is deemed necessary by a change in Contractor operations, by the Kane-DuPage Soil & Water Conservation District, or as directed by the Engineer.

Materials: Materials for aggregate fill and bedding shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradations for CA-1, CA-2, CA-3, or CA-4.

The filter fabric shall be placed under the aggregate fill and shall conform to the requirements of Section 1080.03 of the Standard Specifications.

Foundation Preparation: Foundations for aggregate fill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities, and test pits or other cavities shall be filled with compacted earth fill of approximately the same kind and density as the adjacent foundation material.

Placement and Compaction: The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed twelve (12) inches in thickness. It shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments.

Aggregate fill shall be compacted as described below:

Each layer of fill shall be compacted by a minimum of four (4) passes, over the entire surface, with a steel-drum vibrating roller having a minimum weight of five (5) tons and exerting a vertical vibrating force of not less than 20,000 pounds at a frequency not less than 1200 times per minute or,

Each layer of fill shall be compacted by a minimum of four (4) passes over the entire surface by a track of a crawler-type tractor weighing a minimum of twenty (20) tons. Compaction by means of drop weights operating from a crane, hoist or similar equipment will not be permitted.

Basis of Payment: The work to construct the stabilized construction entrance will be paid for at the contract unit price Square Yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, labor, tools, equipment and incidentals required to complete the work as specified. There shall be no adjustment in contract cost if this work is not required.

EXPLORATION TRENCH, SPECIAL

Description: This work shall be as required in Section 213 of the Standard Specifications and shall also consist of excavating a trench of sufficient width, (minimum 48"), length and depth (as field determined) to expose existing utilities, potential utility conflicts, other utility obstructions, underdrains and/or field tiles shown on the plans or as determined by the Engineer.

The depth and width of trench shall be of adequate width to allow investigation of the item in the trench. The maximum depth shall be based on the depth of the proposed utility depth or to the point of potential utility conflict.

The exploration holes will also be completed at all locations where the proposed sewers, casing pipe, underdrains or culvert pipes cross an existing utility line where meeting clearance requirements are essential and adjustment to the existing utility may be necessary prior to starting construction operations to meet said clearance requirements. Other exploration trenches may be excavated at the locations noted on the plans or required by the Engineer.

The depth of the inspection hole shall be as necessary to uncover the existing utilities or other obstructions and of adequate width to allow investigation of the investigated item in the hole. In no case does the inspection hole need to be deeper than the proposed invert elevation of the proposed work item being installed plus the clearance requirement.

After a determination of the condition and/or location adequacy and at the direction of the Engineer, in areas of proposed structural embankment or pavement structures, the Contractor shall backfill the trench with materials meeting the requirement of TRENCH BACKFILL in Section 208 of the Standard Specifications. All areas outside the improvements can be backfilled with the originally excavated material. All excess excavated material created by this work shall be disposed of offsite by the contractor.

Basis of Payment: This work will be paid for at the contract unit price per Foot for EXPLORATION TRENCH, SPECIAL regardless of depth for utility exploration and as specified in Section 213 for underdrain exploration, which will be payment in full for all required work as set forth above. Trench backfill will not be measured separately for payment but shall be INCLUDED in the cost of Exploration Trench, Special.

PRECAST REINFORCED CONCRETE FLARED END SECTIONS

Description: This work shall consist of providing new precast concrete flared end sections and grating at the location shown on the plans. Precast concrete flared end sections shall be of the size specified in the plans and meet the requirements of Section 542 and IDOT Standard 542301. The grating for concrete flared end sections shall be of the size specified in the plans and shall in accordance with Article 542.07 (b).

Basis of Payment: This work shall be paid for at the contract unit price per Each for PRECAST REINFORCED CONCRETE FLARED END SECTION of the size specified, which shall include payment in full for the flared end section, grating, bedding and all labor, grating, equipment and material necessary for the completion of the work.

CHANGEABLE MESSAGE SIGN

Description: The project will require that electronic changeable message signs be placed on the east and west side of the project to warn the public of the pending road construction and road closures. The message boards will need to be placed and set out for seven (7) days in advance of the anticipated first day of construction. The message signs will remain in place for the duration of the calendar month(s) specified to warn of the construction activities and closures. The contractor will coordinate with the Engineer on the exact placement of the message boards and the message that is to be displayed.

Method of Measurement: Message board(s) will be paid for per Calendar Month for each message sign utilized (two are anticipated for this project).

Basis of Payment: The signs shall be removed after the specified number of months. The contractor will coordinate with the Engineer on the exact placement of the message boards and the message that is to be displayed. The message boards will be paid for as CHANGEABLE MESSAGE SIGN per Calendar Month for each message sign utilized. There will be no additional compensation for periodically changing the message.

TEMPORARY INFORMATION SIGNING

Description: Kane County requires that temporary information signing will be erected on the east and west side of the bridge to inform the public of the construction duration. The contractor will coordinate with the Engineer on the exact placement of the sign. The sign shall be in place for the entire duration of the contract or as directed by the Engineer. The temporary information sign shall be 68"x45" and have 6" black letters on an orange background and mounted a minimum of 7' above the existing ground line, or as detailed on the Detour Plan.

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:

Item	Article/Section
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)	1090.02

Note 1. The Contractor may use 5/8 inch instead of 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 1106.01.

Note 4. The overlay panels shall be 0.08 inch thick.

General Construction Requirements:

Message and Location: The contractor will coordinate with the Engineer on the exact placement of the temporary information signing and the message that is to be displayed on the sign.

Installation: the Contractor prior to fabrication shall verify the sign sizes and legend sizes.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The Contractor shall place signs one (1) Week in advance of the start of any construction on each side of the project limits that will state construction starting here, the start date of construction and the number of months the construction is anticipated to last.

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.

Basis of Payment: The signing, which includes All hardware, posts, or skids, supports, bases for ground-mounted signs, connections, will be not be measured separately for payment but shall be INCLUDED in the unit cost Lump Sum for Traffic Control and Protection (Special).

WASHOUT BASIN

Description: This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles. The washout basin will be as detailed on the plans.

The contractor shall provide a straw bale washout basin per the requirements shown in the detail for "Temporary Concrete Washout Facility – Straw Bale" in the erosion control plans. The straw bale washout basin is the minimum required by the Kane-DuPage Soil and Water Conservation District (KDSWCD). The contractor may request in writing to the Engineer to utilize alternate methods/designs for the washout basin. Any alternate will need to be approved by KDSWCD.

Any washout basins constructed that do not meet the requirements of the plans or applicable IDOT and/or IUM standards will not be allowed.

The Contractor will be required to illustrate the location of the washout basin utilizing the applicable erosion control sheet from the plan set and submit the location to Kane-DuPage Soil and Water Conservation District for approval.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for WASHOUT BASIN, which prices shall include, plan submittal and coordination with KDSWCD, general cleaning and removal of all construction debris when two-thirds full or as directed by the Engineer, general maintenance or reconstruct as necessary throughout the duration of use, and all material, labor, tools, equipment, disposal of surplus material, and incidentals necessary to complete this item of work. The washout basin will be measured for payment only once for the entire project duration, regardless of the number of stages or actual basin utilized for the project.

If an alternate design for the washout basin has been submitted and approved for use in the project there shall be no additional compensation to the original unit bid price for Washout Basin.

TOPSOIL PLACEMENT

Description: This work will consist of constructing a final topsoil wedge adjacent to the hot-mix asphalt shoulder after the final 2" HMA surface course has been placed in Stage 3 at the locations shown on the plans. The topsoil material shall be constructed according to Section 211 of the Standard Specifications.

Construction Methods: The area of topsoil placement shall be scarified to the satisfaction of the Engineer prior to placing the final lift of topsoil.

Method of Measurement: Topsoil wedge shall be measured for payment in cubic yards.

Basis of Payment: This work to place the topsoil wedge will be paid for at the contract unit price per Cubic Yard for TOPSOIL PLACEMENT, which price shall be full compensation for all labor, equipment and materials, and compaction required for performing the work as herein specified and detailed on the plans.

TEMPORARY PAVEMENT

Description: This work shall consist of constructing a temporary pavement and granular subgrade to serve as temporary pavement widening during Stage 1A and temporary pavement removal during Stage 2 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.

Maximum lift thickness shall be 3".

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.

Basis of Payment: This work will be paid for at the contract unit price per Square Yard for TEMPORARY PAVEMENT.

Removal of temporary pavement and the subbase granular material (if necessary) will be paid for at the contract unit price per Square Yard for TEMPORARY PAVEMENT REMOVAL.

The Subbase Granular Material will be measured separately for payment and shall be paid at the contract unit per Square Yard for SUBBASE GRANULAR MATERIAL, TYPE B 4". Removal of the subbase material will not be measured separately for payment but shall be INCLUDED in the cost of the Temporary Pavement Removal.

STORM SEWER REMOVAL

Description: This item shall be completed in accordance with the applicable portions of Section 551. This work shall consist of removing the storm sewer in its entirety. Location for storm sewer removal are shown on the plans.

All trenches and/or holes remaining from the removal of the storm sewer shall be filled and compacted with coarse aggregate, gradation CA-6, to the bottom of the base course when under pavements and to within 12 inches of finished grade when in turf areas.

Method of Measurement: Removing storm sewer pipe will be measured for payment as individual items and the unit of measurement will be foot.

Basis of Payment: This work will be paid for at the contract unit price per Foot for STORM SEWER REMOVAL, regardless of material type and diameter, which price shall be full compensation for all removal and disposal of pipe, backfilling and compacting the holes and/or trench, labor, equipment and materials required for performing the work as herein specified.

When the pipe trench is under existing or proposed pavement areas, it will be measured separately for payment per Cubic Yard for Trench Backfill.

REMOVE AND RELOCATE STEEL PLATE BEAM GUARDRAIL AND TERMINAL

Description: This work shall consist removing and resetting the existing post, guardrail and traffic barrier terminal along the northwesterly side of the bridge approach shown on the plans to a height of thirty-one (31) inches above the finished grade of the temporary pavement to be used in Stage 1B. The Contractor shall stage this operation so that no unfinished section of guardrail is exposed to traffic at the end of the work day.

The work shall include salvaging and resetting the guardrail markers.

The guardrail end treatments consist of a rounded W-Beam end section (Terminal Type 1) and will need to be removed and relocated at the location shown in the MOT Plans. The Contractor shall set the end treatment to match the adjoining rail.

Basis of Payment: Removing and resetting the post and guardrail will be paid for at the contract unit price per Foot for REMOVE AND REPLACE STEEL PLATE BEAM GUARDRAIL, SPECIAL, which price shall include labor, tools, equipment and incidentals required to complete the work as specified.

The removing and relocation of the guardrail end treatments work will be paid for at the contract unit price per Each for RELOCATE TRAFFIC BARRIER TERMINAL, (TEMPORARY), which price shall include removing, salvaging and re-installing the end treatment, post and hardware, all labor, tools, equipment and incidentals required to complete the work as specified.

HOT-MIX ASPHALT CURB REPAIR

Description: This work shall consist of constructing a temporary hot-mix asphalt curb and gutter to replace the section of existing concrete curb removed as part of the storm sewer work completed in Stage 1A at the locations shown on the plans and as directed by the Engineer.

Construction Methods: The temporary curb shall be constructed out of the same materials used for the HMA patches.

The shape of the curb and gutter shall be the same shape and dimensions of the curb removed.

The hot-mix asphalt curb and gutter shall be hand compacted to the satisfaction of the Engineer.

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

Method of Measurement: Temporary hot-mix asphalt curb and gutter will be measured in Feet along the face of curb.

Basis of Payment: This work will be paid for at the contract unit price per Foot for HOT-MIX ASPHALT CURB REPAIR.

Removal of the existing concrete curb and gutter will be measured by the Foot for COMBINATION CURB AND GUTTER REMOVAL.

The removal of the temporary curb and gutter will not be measured separately for payment but shall be included in the cost of PAVEMENT REMOVAL.

RIGHT OF WAY AND PROPERTY CORNERS

Description: This work shall consist of furnishing and placing property corners at the locations shown on the plans.

Construction Requirements: The right of way and property markers will consist of a 3/4 inch diameter pipe, 36" in length, will be set at the location shown on the plans. The property pin will be placed under the direction of a Registered Land Surveyor of the State of Illinois. Monument records will not be required for property pins.

Basis of Payment: The work of furnishing and installing property markers will be paid for at the contract unit price Each for RIGHT OF WAY AND PROPERTY CORNERS, which price shall include furnishing the pipe, labor, tools, equipment and incidentals required to complete the work as specified.

Supervision by a registered Land Surveyor and all collateral work necessary to establish the right of way and property corners, will not be paid for separately, but shall be considered INCLUDED in the unit price for setting the property pin as specified.

RECESSED REFLECTIVE PAVEMENT MARKERS

Description: This work shall include grooving, furnishing and installing all recessed pavement markers at the locations and as detailed as shown on the plans.

Materials: The materials are an approved proprietary item and shall be as follows:

- A. The reflective pavement marker shall be a 3M 190 Series pavement marker reflector and the reflector holder shall be a Marker One Series R100.

Basis of Payment: This work shall be paid for at the contract unit price Each for RECESSED REFLECTIVE PAVEMENT MARKER, which price shall include the grooving, reflector, reflector holder, epoxy, installation, labor, tools, equipment and incidentals required to complete the work as specified.

RAISED REFLECTIVE PAVEMENT MARKER REFLECTOR REMOVAL AND REPLACEMENT

Description: This work shall consist of removing reflectors from their existing reflector holder when the reflector are in conflict with the temporary MOT striping and/or staged traffic flow shown in the plans. At the end of the staging when permanent pavement markings are placed a new permanent reflector shall be installed in the existing reflector holder. The new reflector characteristic shall match the removed reflector.

Material: The reflector shall be in accordance with the applicable portions of Section 781 and 1096 of the Standard Specification.

Basis of Payment: This work shall be paid for at the contract unit price Each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL and RAISED PAVEMENT MARKER REFLECTOR REPLACEMENT, which price shall include the all labor, tools, equipment and incidentals required to complete the work as specified.

REMOVE EXISTING SIGN COMPLETE

Description: This work shall consist of the removal of the existing architectural sign for the Village Bible Church entry at the location shown on the plans.

The Contractor shall remove the sign and mounting hardware and store the existing sign in such a manner as not to cause any damage to the sign.

The resulting void from the removal of the post, foundation and footings shall be backfilled with compacted (hand tamped as a minimum) course aggregate material (CA-6, CA-10 or CA-12). If the holes are in turf, areas at finished grade they shall be capped with four (4) inches of topsoil graded to match existing ground. Any ruts resulting from these operations shall be filled with topsoil and graded smooth. No additional compensation shall be made for the materials and for filling of foundation holes or ruts.

Prior to removing the sign the Contractor shall locate the electric service disconnect to the sign and GFI outlets and temporary disconnect the service. The service shall be disconnected in such a manner that the service cannot be accidently "energized" while the sign is out of commission.

Basis of Payment: Removal of the existing church sign will be paid for at the contract unit price per Each for REMOVE EXISTING SIGN COMPLETE regardless of size, height, and materials which price shall be full compensation for all removal and storing of illuminated church sign, removal and disposal of the stone columns, concrete foundation and footings, sign mounting pipes, brackets and hardware, electric hookups, backfilling holes, labor, equipment and materials required for performing the work as herein specified and detailed on the plans.

It is up to the Contractor to determine if the sign mounting hardware shall be salvaged and reused or if new mounting hardware shall be provided for relocating of the church sign.

SEGMENTAL CONCRETE BLOCK WALL

Description: This work shall consist of constructing a landscape segmental block wall around the relocated Village Bible Church entrance sign at the location shown on the plans. The work shall be in accordance with the applicable portions of Section 522 of the Standard Specifications and this special provision.

Materials:

SRW units shall be machine-formed, Portland cement concrete blocks specifically designed for retaining wall applications

Concrete Segmental Retaining Wall Units shall have the minimum requirements.

1. The main concrete wall modules shall be have the minimum dimensions of 6(h) x 11(w) x 12(d) inches with a maximum tolerance of plus or minus 1/8 inch for each dimension.
2. Top course coping units are required and shall be designed specifically to work with the main wall modules.
3. The retaining wall modules shall be solid units and have a minimum weight of 45 lbs. (20.4kg) per unit.
4. The concrete wall modules shall have a minimum 28-day compressive strength of 21 MPa (3000 psi) as tested in accordance with ASTM C 140. The concrete shall have a maximum moisture absorption rate of 5 percent to ensure adequate freeze-thaw protection.

Manufacturers: The Concrete Segmental Retaining Wall Units shall be one of the following:

<u>Product</u>	<u>Style</u>
RisaStone	Pisa2
Keystone Compac	Hewnstone
Versa-Lok	Standard

Submittal: Submittals shall be in accordance with Section 522.05 of the Standard Specification. The Contractor will also provide to the Engineer with color sample(s) for the unit included in the submittal.

Basis of Payment: This work will be paid for at the contract unit price per Square Foot for SEGMENTAL CONCRETE BLOCK WALL, which price shall include design, shop drawings, color samples, aggregate foundation and leveling pad material, subsurface drainage (if required), all block types (standard, cap, corner), geosynthetic reinforcement (if required by design), and full compensation for all labor, equipment for performing the work as herein specified and detailed on the plans.

ENTRY SIGNAGE

Description: This work shall include the furnishing of all materials and the labor necessary to re-erect the Village Bible Church entry sign at the location and as detailed on the plans and as specified herein. This pay item includes re-installing the previously removed illuminated sign on new sign support posts, electrical hookup and other related items necessary to complete an operational sign.

Materials: Materials shall be according to the following:

- The church sign removed shall be re-erected to the new location. The sign was originally manufactured and installed by the Aurora Sign Company.
- The sign posts shall be Schedule 40 pipe and conform to ASTM A53 Grade B.
- The church sign concrete pad and footings shall be Class SI and shall conform to Section 1020 of the Standard Specifications.
- The concrete footing shall be cast-in-place on a base of compacted CA-6 aggregate material.
- The reinforcement bars shall be epoxy coated in accordance with Section 508 of the Standard Specifications.

Steel Post: The sign posts shall meet the applicable construction requirements of Articles 509.03, 509.04 and 509.05 of the Standard Specifications and all posts shall be painted using one (1) coat of zinc-rich primer.

Stone Columns: The Contractor shall match the existing stone style, material and color. Mortar shall be as required by the local building codes for masonry work.

Electric Service: The Contractor's Electrical Subcontractor shall locate the power cable and verify the power source and circuit breaker for the sign lighting. The Electric Subcontractor shall coordinate the installation of any conduits or raceways required to be placed in the concrete sign foundation. The Contractor shall pull back existing conductors, cut existing conduit to extend conduit to feed the new sign re-installation. Re-terminate existing conductors. This work will include reinstallation of the outdoor receptacles/enclosures to match the existing conditions.

Basis of Payment: This work will be paid for at the contract unit price per Each for ENTRY SIGNAGE, which price shall include re-installing the existing sign and hardware, metal post, decorative stone columns, concrete foundation, footing, aggregate base, reinforcement, electrical service and receptacles/enclosures, and full compensation for all labor, equipment for performing the work as herein specified and detailed on the plans.

The concrete segmental block wall and landscape plantings are not part of this work and will be measured separately for payment.

DEWATERING AND DIVERSION

Description: This work shall consist of furnishing all labor, tools, equipment, and materials to install, maintain, operate and remove all necessary diversions and dewatering systems to divert, remove water from the channel or designed to control sediment discharge in dewatering applications where water is being pumped for the construction of the proposed bridge, removal of the existing abutments, wings, pier and footings, stone rip rap channel lining and other work associated with the construction of the proposed bridge structure to ensure that work can be completed in the dry or in manageable conditions as approved by the Engineer.

For the purposes of this item diversion structure will mean a "diversion system" for isolation of the in-stream work area using a diversion system constructed of non-erodible materials such as steel sheets, aqua barriers, rip rap and geotextile liner or other material approved by the Engineer. Earthen cofferdams will not be permitted.

This item will also include constructing a dewatering filtering system consisting of filtration or sediment bags for collecting sediment from pumping operations within the coffered area and sump pits. Construction waters will include, but not be limited to, all waters generated from the removal of the bridge pier, channel grading, riprap placement, proposed drainage systems and aggregate base construction.

Prior to performing any in-stream work associated with the project, the Contractor shall identify the proposed dewatering and/or diversion/isolation method to be used and obtain approval from Kane DuPage Soil and Water Conservation District (KDSWCD) and Engineer prior to starting work. In-stream work shall take place only during low flow conditions unless otherwise allowed by the Kane DuPage Soil and Water Conservation District and Engineer. Concentrated flow shall be isolated from the work area. Dewatering shall comply with all requirements contained in the Storm Water Pollution Prevention Plan (SWPPP) contained in the plans.

The Contractor is ultimately responsible for the choice of the materials, product(s) and equipment; for the subsequent removal of the diversion structure(s) and dewatering systems and their safety and for conformity with local codes, regulations, and these Specifications, as well as "means and methods" for the Site Dewatering and Diversion Work to be performed. The Contractor's "means and methods" are subject to the review of the County and Kane-DuPage Soil and Water Conservation District. All products and "means and methods" selected shall be adequate for the intended use/application within the construction limits represented on the plans. The Kane-DuPage Soil and Water Conservation District's and Engineer's review does not relieve the Contractor from compliance with the requirements of the Drawings, Standard Specifications, and the requirements of this special provision.

Submittal: The Contractor shall submit for review to the Engineer for coordination with the Kane-DuPage Soil and Water Conservation District a description of the diversion system, dewatering techniques and equipment to be used, together with detailed drawings showing items such as, but not limited, to the location of the diversion structures by stage, type of pumps, pump size, lengths and sizes of discharge piping and points(s) of discharge including erosion control procedures. The approved site dewatering and diversion plan(s) shall become part of the SWPPP prior to implementation. Changes to the site dewatering and/or diversion plan(s) will need to be approved by the Engineer and the Kane DuPage Soil and Water Conservation District. The Agency review of dewatering techniques and equipment shall in no way be construed as creating any obligation on the part of County for same.

Dewatering and Filter Bag Material: The material for the filtration bag shall meet the requirements of the material specification in Table 2, below for Class I with a minimum tensile strength of 180 lbs. The filtration bag shall be sized per manufacturer recommendations and based on the size of the pump. The pump shall be sized to be used with the filtration bag.

TABLE 2. REQUIREMENTS FOR NONWOVEN GEOTEXTILES

Property	Test method	Class I	Class II	Class III	Class IV ^{3/}
Tensile strength (lb) ^{1/}	ASTM D 4632 grab test	180 minimum	120 minimum	90 minimum	115 minimum
Elongation at failure (%) ^{2/}	ASTM D 4632	≥ 50	≥ 50	≥ 50	≥ 50
Puncture (pounds)	ASTM D 4833	80 minimum	60 minimum	40 minimum	40 minimum
Ultraviolet light (% residual tensile strength)	ASTM D 4355 150-hr exposure	70 minimum	70 minimum	70 minimum	70 minimum
Apparent opening size (AOS)	ASTM D 4751	As specified max. #40 ^{2/}	As specified max. #40 ^{2/}	As specified max. #40 ^{2/}	As specified max. #40 ^{2/}
Permittivity sec ⁻¹	ASTM D 4491	0.70 minimum	0.70 minimum	0.70 minimum	0.10 minimum

1/ Minimum average roll value (weakest principal direction).

2/ U.S. standard sieve size.

3/ Heat-bonded or resin-bonded geotextile may be used for classes III and IV. They are particularly well suited to class IV. Needle-punched geotextiles are required for all other classes.

Operation and Maintenance: The frequency of inspections shall depend on the dewatering method, amount of discharge, potential damage, and quality of the receiving bodies of water. The frequency of inspections and specific tasks shall be identified.

1. The filtration bag must be placed on level ground with secondary containment provided to prevent sediment from accumulating on the bare ground and to protect the surrounding area in case the bag bursts or is no longer effective.
2. The Contractor shall provide certification or documentation that the bag meets the specification for materials and is suitable for the pump that it will be used with.

3. Inspections shall be conducted to ensure proper operation and compliance with any permits or water quality standards.
4. Accumulated sediment shall be removed from the flow area and temporary diversions shall be repaired, as required.
5. Outlet areas shall be checked and repairs shall be made in a timely manner, as needed.
6. Pump outlets shall be inspected for erosion and sumps shall be inspected for accumulated sediment. Sediment shall be removed as required.
7. Dewatering bags shall be removed and replaced when half full of sediment or when the pump discharge has reduced to an impractical rate.
8. If the receiving area is showing any signs of cloudy water, erosion, or sediment accumulation, discharges shall be stopped immediately once safety and property damage concerns have been addressed.
9. Sediment shall be disposed in accordance with all applicable laws and regulations.

The Contractor shall select the pumps he/she desires to use and the rate at which the pumps discharge, but adequate protection at the pump discharge shall be provided by the Contractor and will be subject to review by the Engineer and the Kane-DuPage Soil and Water Conservation District. The Contractor shall ensure that downstream water quality and further erosion will not be impaired.

Water pumped or drained from the work required for this Contract shall be disposed of in a safe and suitable manner without damage to adjacent property, streets or to other work under construction. Water shall not be discharged onto roadways without adequate protection of the surface at the point of discharge. Water shall not be discharged into sanitary sewers. Water containing settleable solids shall not be discharged without treatment to meet the requirements of the USACE 404 Permit and the KDSWCD requirements. Any and all damages caused by dewatering and/or diversion operations will be promptly repaired by the Contractor. Conditions and deficiency deductions as specified in Article 105.03(a) of the Standard Specifications shall apply. The Contractor is responsible for providing any and all labor, materials and equipment for the dewatering and/or diversion of waters in order to meet the scheduled completion of the project.

Removal of Diversion and Dewatering Facilities: The temporary diversion structure(s) and dewatering filtering system shall be removed after it has served its purpose and as directed by the Engineer. The dewatering areas shall be graded, stabilized and permanently restored with appropriate erosion control practices and as shown on the plans. The dewatering sites after removal shall not create any obstruction of the flow of water or any other interference with the operation of or access to the permanent works.

Method of Measurement: The diversion system will be measured only once for the entire project, regardless of the number of stages of construction, as Diversion Structure, regardless of the type and quantity of materials required to construct the diversion system for each stage and regardless of the number of times the diversion system may need to be relocated for each stage. The payment under this item is for the duration of the contract, regardless of conditions encountered.

Basis of Payment: This work required for construction of diversion and dewatering systems necessary to construct the proposed bridge and related site work as shown in the plans shall be paid for only once, regardless of number of stages, at the contract unit cost as Each for the entire project for DIVERSION STRUCTURE, which work shall include diversion system(s) (ie: cofferdams, barrier wall, etc), filter fabric, piping, pumping, foundation preparation, framing and supports, dewatering filtering system consisting of filtration or sediment bags, installation,

maintenance, removal of systems and all labor, material, and equipment required to perform the work described herein and as specified on the plans.

If excavation and backfilling is required for this item, they will not be measured separately for payment but shall be included in the cost for Diversion Structure.

LANDSCAPE PLANTING COMPLETE

Description: The work shall consist of constructing all the topsoil/compost planting bed, plantings and shredded bark mulch around the relocated Village Bible Church entrance sign as detailed on the plans.

Materials: The work shall be in accordance with the following sections:

<u>ITEM</u>	<u>SECTION</u>
Topsoil	1081.05 (a)
Compost	1081.05 (b)
Shredded Bark Mulch	1081.06 (b)
Perianal Plants	1081.02(a) or (b)

The topsoil shall be mixed with 2 inches of compost material.

Basis of Payment: This work to place the topsoil/compost mixture, plant the perianal flowers and place the shredded bark mulch as shown on the plans shall be paid at the contract unit price per Lump Sum for LANDSCAPE PLANTING COMPLETE, which price shall include topsoil/compost mixture, perianal plantings, mulch, watering, and all labor, material, and equipment required to perform the work described herein and as specified on the plans

REMOVE AND RELOCATE SIGN (SPECIAL)

Description: This work shall consist of the removal of the existing wooden park name sign for the Bliss Woods Forest Preserve near the entry of the park at the location shown on the plans.

The Contractor shall remove the sign, mounting hardware, and post and store the existing sign in such a manner as not to cause any damage to the sign or appurtenances.

Once the final grading and restoration is complete the sign shall be replaced the same height as previously erected at the location shown on the plans.

The resulting void from the removal of the post shall be backfilled with compacted (hand tamped as a minimum) course aggregate material (CA-6, CA-10 or CA-12). If the holes are in finished turf areas they shall be capped with four (4) inches of topsoil graded to match existing ground. Any ruts resulting from these operations shall be filled with topsoil and graded smooth. No additional compensation shall be made for the materials and for filling of foundation holes or ruts.

Basis of Payment: Removal and relocation of the existing Bliss Woods sign will be paid for at the contract unit price per Each for REMOVE AND RELOCATE SIGN (SPECIAL) regardless of size, height, and materials which price shall be full compensation for all removal and storing of the sign and mounting hardware, backfilling holes, labor, equipment and materials required for performing the work as herein specified and detailed on the plans.

WATER MAIN AND APPURTENANCES

All water main and related work and material shall be completed in accordance with Village of Sugar Grove specifications, the "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition, the American Water Works Association (AWWA), and these plans and details, special provisions and in accordance with codes and ordinances of the Village of Sugar Grove, Illinois. In case of conflict, the more stringent of the requirements shall apply.

Sequence of Water Main Construction

A suggested water main installation sequence of operations has been included in the plans. The water main installation sequence of construction is a suggested sequence of operations and does not, nor is it intended, to depict all the work required by the contractor to construct the new water main and appurtenances as shown in the plans. The sequence of operation is given as an aide and guide for the contractor's use to establish necessary guidelines required by the Village of Sugar Grove for shutting down of existing water mains. The contractor may wish to make revisions or modifications to the sequence of operation and/or construction methods.

The Contractor will be required to coordinate with the Engineer and the Village of Sugar Grove to establish the final Sequence of Construction for the installation of the proposed water main. The coordination shall start early in the project as these water mains are critical mains to the Village of Sugar Grove water supply and there are certain times of the year these mains cannot be out of service.

Acceptance

Before acceptance, all work shall be reviewed in the field and approved by the Engineer as coordinated with the Village or its representatives.

Water Main

- A. Cover and Alignment: All water mains shall have a minimum depth of cover of 5.5' from the finish grade to the top of pipe or as noted on plans.

All vertical water main adjustments shall be accomplished by deflection, not bends in the water main.

Long radius curves, either horizontal or vertical, may be laid with standard pipe by deflections at the joints. Maximum deflections at pipe joints and laying radius for the various pipe lengths shall be in accordance with ANSI/AWWA C600. When rubber gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wider on curves for this purpose.

- B. Materials: All water main shall be Ductile Iron Pipe Class 52 with either mechanical or push-on joints and shall conform to ANSI A21.51, AWWA C151 and ANSI A21.11, AWWA C111. (Griffin, Clow, American Cast Iron Pipe Co., U.S. Pipe & Foundry). Pipe shall be manufactured in the United States.

All pipe shall be cement lined in accordance with ANSI/AWWA C104/421.4.

- C. Measurement and Payment: The installation of the proposed water main shall be paid for at the contract unit price per Foot for WATER MAIN, of the size and material specified. Measurement shall be the actual installed length measured horizontally along the centerline of the pipe.

Fittings

- A. Materials: All fittings shall be Compact Ductile Iron and shall conform to ANSI/AWWA C153/421.53-84. Fittings shall be U.L. Listed Class 350 (Tyler, Griffin, Clow). Fittings shall be manufactured in the United States.

All fittings shall be cement lined in accordance with ANSI/AWWA C104/421.4. All fittings shall be mechanical joint and installed with retainer glands unless otherwise shown on the drawings.

- B. Measurement and Payment: Ductile iron fittings will not be measured separately for payment but shall be INCLUDED in the cost of the water main of the size specified.

Sleeves

- A. Materials: Sleeves shall be Rockwell D.I. Coupling Type 441. Sleeves shall be provided at the locations shown on the plans or as directed by the Engineer.

- B. Measurement and Payment: Sleeves will not be measured separately for payment but shall be INCLUDED in the cost of the water main of the size specified.

Pipe Restraint

- A. Description: All tees, bends, valves, and fire hydrants shall be adequately supported with a concrete base, and supported laterally with precast concrete thrust blocking (not poured-in-place) against undisturbed earth as detailed in the plans. The thrust block will be a minimum of twelve inches (12").

All mechanical joint fittings, valves and hydrants shall be restrained with retainer glands. Retainer glands shall be UNI-FLANGE SERIES 1400 Wedge Action Retainer gland.

The minimum restrained lengths back from the side of the fitting are shown in the Water Main Restraint Table in the plans.

- B. Measurement and Payment: Retainer glands will not be measured separately for payment but shall be INCLUDED in the cost of the water main of the size specified.

Valves

- A. Description: The following valves shall be used for this project:

Main Line Valves

Diameter (inches) Valve Type

4" thru 12"	Resilient Wedge Gate Valves
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- B. Materials:

Gate Valves: All gate valves shall have a non-rising stem, shall have a standard operating nut and shall open in a counter-clockwise direction. Gate valves shall be American Flow Control Series 2500 Ductile Iron Resilient Wedge Gate Valves in accordance with AWWA C-515 Standard. All gate valves shall be installed in valve vaults.

All main line valves ten inch (10") and larger require a minimum sixty inch (60") diameter vault. Eight inch (8") valves and less require a forty-eight inch (48") diameter vault. A valve box will be used for valves less than six inches (6") and less unless otherwise specified in the plans.

Gate valves shall be installed in each fire hydrant lead. CA-7 crushed compacted limestone shall be utilized to backfill all around the outside of the valve boxes and below the valve to prevent mud from penetrating valve box.

- C. Measurement and Payment: Payment for gate valves shall be made at the contract unit price per Each for GATE VALVES, of the size specified. Payment shall be full compensation for the valve, hardware, all materials, labor, equipment, and other appurtenant items to complete this item as specified.

Gate valves used in conjunction with the fire hydrant assembly will not be measured separately for payment but shall be included in the cost of "FIRE HYDRANT ASSEMBLY COMPLETE".

Valve vaults shall be measured separately for payment.

Valve Boxes

- A. Description: All main line valves six inches (6") and less, including six inch (6") valves used for fire hydrants leads, shall be provided with an adjustable valve box unless a valve vault is specified in the plans.

All valve boxes shall be heavy wall high density polyethylene American Flow Control Trench Adapters. Lids to be marked "Water" (valve box extensions if required are considered included). Open graded (CA-7) limestone shall be utilized to backfill around the operating nut on all valve boxes to prevent mud from penetrating the valve boxes.

- B. Measurement and Payment: The cost of the valve boxes will not be paid for separately but shall be considered INCLUDED in the cost of the "FIRE HYDRANT ASSEMBLY COMPLETE".

Valve Vaults

- A. Description: Valve vaults are required for all valves greater than six inches (6"). All vaults shall be precast concrete manhole section in accordance with ASTM C-478. Valve vault frames shall be IDOT Type 1 (Standard 604001) and all lids shall have "Sugar Grove" and "Water" cast into them. Manhole steps are required.

All necessary adjustments shall be made with precast concrete adjusting rings not to exceed a maximum of eight (8) inches overall in height. Adjusting rings shall be securely sealed to the cone or top barrel section of the structure using resilient, flexible, non-hardening, preformed butyl mastic. No more than one two (2) inch ring and no more than two rings in total shall be used for adjustments.

- B. Measurement and Payment: Valve vaults shall be paid for at the contract unit price Each for VALVE VAULTS, TYPE A, TYPE 1 FRAME, CLOSED LID of the diameter specified, of which price shall include all materials including the frame and lid, final adjustment, labor and equipment and other appurtenant items to complete this item as specified. The cost of the frame and lid and final adjustment will not be paid for separately but shall be considered INCLUDED in the cost of the valve vault.

Granular backfill compacted around the valve vault will not be paid for separately but shall be considered INCLUDED in the cost of the valve vault and installation.

Fire Hydrants

- A. Description: Hydrant installation shall have minimum of five feet - six inches (5'-6") depth of cover and shall be as detailed in the plans.

All hydrants shall be in accordance with Section Four (4) of AWWA C502-54 standard and shall be an American Flow Control/Waterous Pacer Model No. WB-67-250 (break away style traffic design) with one 4 ½" steamer nozzle and two 2 ½" hose outlets, of which the threads conform to the standards of the Village of Sugar Grove, Illinois.

All hydrants shall include a six (6) inch auxiliary valve and valve box as described under Valves and Valve Boxes in these specifications.

Base elbow of hydrant shall be properly thrust blocked and shall be provided with clean coarse aggregate wrapped in drainage fabric.

Fire hydrants shall be placed at the location shown on the plans. Center line of pumper nozzle shall be eighteen inches (18") to twenty inches (20") above finish grade line.

All hydrants and any required adjustment fittings shall be factory painted in the color "red" (potable water).

If fire hydrant extensions are required they shall be made by the same manufacturer as the fire hydrant.

- B. Measurement and Payment: This work will be paid for at the contract unit price per Each for "FIRE HYDRANT ASSEMBLY COMPLETE which shall include payment in full for all labor, equipment, excavation, fire hydrant, gate valve, valve box, fire hydrant and valve box extensions (if required) as necessary to raise the fire hydrant and valve box to finish grade, granular backfill, factory painting and all material necessary for a complete installation as detailed on the plans.

Water Service

- A. Description: This item will include the installation of a new copper service for the former Sportsman Club.
- B. Materials: All water services shall be two (2") inch diameter type "K" copper pipe with compression connections. No joints will be allowed between the corporation stop and the curb stop. Material and installation will be in general accordance with AWWA C800.

Curb stops shall conform to ANSI/AWWA C800 and shall be Mueller 300 Ball Curb Valves with Mueller 110 Connection and shall be the following model:

Mueller B-25155

Corporation Stop shall conform to ANSI/AWWA C800 and shall be Mueller 300 Ball Corporation Valves and shall be the following model:

Mueller B-25008

Curb boxes shall extension type with Minneapolis pattern base and minimum 1-1/2" upper section and have a 5'6" bury. The curb box shall be model:

Mueller H-10302-99007

- C. Construction Methods: The existing water service shall remain in service at all times.

The contractor shall field locate the existing water main and service line to the property prior to starting any work. The location of the proposed valve and water service may require field adjustment based on the actual location of the existing facilities.

The copper tubing shall be directional drilled or other approved boring methods appropriate for copper piping to cross under pavement.

All taps shall have a minimum of three (3) feet separation.

Services shall be equipped with corporation stop, curb stop, and buffalo box. No joints shall be allowed between the corporation stop and curb stop.

Curb stops shall be at a five foot six inch (5'6") depth of bury. Except as permitted below, the underground water service pipe and the building sewer (if applicable) shall be not less than ten feet (10') apart horizontally and shall be separated by undisturbed or compacted earth. The curb stop shall have a concrete block placed under it for support.

The installation of the water service shall meet the latest version of "Standard Specifications for Sewer and Water Construction in Illinois" and governing plumbing codes.

All water services shall be installed with a minimum of five foot - six inches (5'-6") of cover from finished grade to top of pipe.

The Village or their representative shall witness all service taps greater than 1" in diameter. The Contractor through the Engineer, shall contact the Village or their representative forty-eight (48) hours in advance of the tap.

- D. Measurement and Payment: This work will be paid for at the contract unit price per Each for WATER SERVICE CONNECTION, 2", which shall include directional drilling copper tubing, corporation stop, curb stop, and curb box, copper tubing, concrete blocking, trench backfill, new connections, payment in full for all labor, equipment, and other appurtenant items to complete this item as specified.

This work will also include the removal of the existing curb stop and box, all new connections to the existing service pipe and proposed water main and trench backfill if required to fill voids due to the removal of the existing equipment.

The work required to field locate the existing water main and water service will be paid for as Exploration Trench, Special.

Tap Connections

Connection to Existing Water Mains (Pressure)

- A. Description: Three (3) inch taps and greater shall be made through a resilient wedge tapping valve and a tapping sleeve. All pressure connections shall be in concrete vault.
- B. Materials: All pressure taps to an existing Village main shall be made with an American Flow Control Series 2800 Compact Ductile Iron Mechanical Joint Tapping Sleeve and an American Flow Control Series 2500 Ductile Iron Resilient Wedge Tapping Valve (MJ x FL) and shall be constructed in a five (5') foot minimum diameter valve vault.

All taps shall be performed by the Contractor after payment of applicable connection fees and shall be witnessed by the Village of Sugar Grove. The Engineer and Village or their representative, should be notified 48 hours in advance of any tap.

- C. Measurement and Payment: Payment for the pressure connection shall be made at the contract unit price per Each for PRESSURE CONNECTION of the size specified. Payment shall be full compensation for tapping valve, sleeve, retainer glands or thrust blocking, tapping fees, all materials, labor, equipment, and other appurtenant items to complete this item as specified.

The Valve Vault is not included in this item and will be measured separately for payment.

Connection to Existing Water mains (Non-Pressure)

- A. Description: Under this item, the Contractor shall connect the proposed water main to the existing water main at locations shown on the plans, as specified herein and described in Section 41 of the Standard Specifications for Water and Sewer Main Construction on Illinois. This item of work shall include cutting the existing water main, installation of fittings as required and restoring the existing water main to service. The Village of Sugar Grove personnel will close existing valves to isolate the connection point to the existing water main. Seventy-two (72) hour notice to the Engineer and Village is required. Prior coordination is also required with the Engineer and Village of Sugar Grove or their representative to establish a final sequence of construction before starting any water main work.

Adequate precautions shall be taken to prevent contaminants from entering the existing main. The inside surfaces of all new materials used in the adjustment shall be cleaned of all foreign material and swabbed with a solution of acceptable bactericide before assembly. The proposed section shall then be flushed utilizing available fire hydrants or supplied flushing corps.

All materials, labor, and equipment necessary to connect proposed water main shall be on hand before shutdown and cutting of the existing main. Each location of proposed water main that requires non-pressure connections will need to be connected within a **four (4) hour** time frame unless otherwise approved by the Engineer. The Contractor shall take every precaution to make sure this work is done within these four hours. These connections can only be done Monday through Friday between the hours of 9:00 a.m. to 2:30 p.m.

- B. Materials: All materials required completing the non-pressure connection, including the fittings, retaining glands, and granular backfill shall be as described in the previous sections.
- C. Trial Shutdown: The contractor shall coordinate with the Engineer and the Village of Sugar Grove or their representative to perform a "trial shut-down" of the existing water main to make sure that all valves can be found and are fully operational prior to proceeding with the non-pressure connection installation.
- D. Measurement and Payment: Measurement shall be made once per each connection at each location.

Payment for the work associated with connecting to existing water main shall be at the contract unit price Each for CONNECTION TO EXISTING WATER MAIN, of the pipe size specified, which price shall include excavation, fittings, retainer glands, friction clamps, tie rods, concrete thrust blocks, select granular backfill, disposal of surplus materials and all other items necessary to complete the work as described.

Hydrostatic Testing

- A. Description: All water mains shall be pressure tested by the Contractor in conformance with the requirements of Section 41-2.13 of the "Standard Specifications for Water and Sewer Main Construction in Illinois" and applicable provisions of AWWA C-600 and C-603 under the supervision of the Engineer.

Hydrostatic pressure for the test will be 150 psi.

Allowable leakage shall be as set forth in AWWA C-600 latest edition. The maximum allowable leakage shall be based off of the first 1,000 feet of pipe (i.e. if 2,000 feet of pipe is being tested, the allowable leakage will be based on the first 1,000 feet only.) The duration of the test shall be for two (2) hours minimum, and the maximum pressure drop during this two hour period is a cumulative 2 psi. To meet the testing requirements, the water main shall satisfy the pressure drop and the allowable leakage requirements. The gauge will be zeroed out before the pressure test begins. In addition, the pressure gauge used in the hydrostatic test shall be in 2 psi increments or less and have a minimum of a 3½" diameter face.

All water main shall be pre-pressure tested prior to the actual pressure test and the test shall be witnessed by the Village or their representative.

- B. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified.

Disinfection Procedures and Chlorination

- A. Description: Upon completion of the newly laid water mains, the water mains shall be disinfected in accordance with the American Water Works Association, Procedure Designation, AWWA C-651, latest edition. The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the IEPA. The Contractor shall furnish to the Engineer and Village the required documentation, test results, etc., required by the IEPA for placing the water mains or service lines in service and/or securing an operating permit.

Pressure testing, preliminary flushing, and chlorinating the water main shall be conducted under the supervision of the Engineer and the Village or their representative.

The contractor shall notify the Engineer a minimum of forty-eight (48) hours in advance regarding dates of pressure testing, preliminary flushing and chlorination appointments.

Water valves and fire hydrants shall be operated by Village of Sugar Grove Personnel, only.

The Contractor is responsible for collecting samples and having bacteriological testing performed as required by the IEPA.

B. Scheduling:

The Contractor shall contact the Village Engineer through the Resident Engineer to schedule operation of valves, flush and fill, pressure test, chlorination, and sampling. The Engineer will contact the Village accordingly. The Contractor shall not operate the valves. Village staff are the only ones permitted to operate the valves and fire hydrants. The Contractor shall provide forty-eight (48) hours' notice prior to performing any of these work items. This work should be coordinated through the Engineer with Engineering Enterprises (Village's Representative) at 630-466-6700. The following activities must be scheduled with the Engineer and Village or their representative on independent days:

- Flush and fill (Water main/service shall then be pre-tested.)
- Pressure Test (The gauge shall be zeroed out before the start of the test.)
- Chlorination
- 1st Day of Sampling
- 2nd Day of Sampling

C. Preliminary Flushing: Completed water mains shall be filled slowly to eliminate air pockets before pressure testing.

After satisfactory completion of pressure testing, the water main shall receive a preliminary flush.

Flushing of water mains shall be conducted under the supervision of the Engineer. The flushing shall include 100% of the newly installed water main as well as every fire hydrant installed. When possible, during the flushing operation the direction of flow through the mains shall be reversed. All main line and hydrant valves shall be opened and closed while flushing in each direction.

The flushing velocity in the main shall not be less than 2.5 feet/second. (See Table "A") NOTE: Flushing is no substitute for preventive measures during construction. Certain contaminants, such as caked deposits, resist flushing at any feasible velocity.

TABLE "A"

Required Flow and Openings to Flush Pipelines (40 psi Residual Pressure in Water Main)*

Pipe Diameter Inches	Flow Required To Produce 2.5 ft/s (approx.) Velocity in Main gpm	Size of Tap Inches			Number of 2-1/2 inch Hydrant Outlets*	Number of 4-1/2 inch Hydrant Outlets*
		1	1-1/2	2		
4	100	1	-	-	1	-
6	200	-	1	-	1	-
8	400	-	2	1	1	-
10	600	-	3	2	1	-
12	900	-	-	2	2	-
16	1600	-	-	4	2	-

*With a 40-psi pressure in the main with the hydrant flowing to atmosphere, a 2-1/2 in. hydrant outlet will discharge approximately 1000 gpm and a 4-1/2 in. hydrant outlet will discharge approximately 2500 gpm.

*Number of taps on pipe based on discharge through 5 ft. of galvanized iron (GI) pipe with one 90-degree elbow.

The Engineer shall witness the chlorination of the water main. The Engineer shall notify the Village immediately following the chlorination.

The chlorination of the project shall not be permitted until a preliminary flush has been performed and witnessed.

Under the supervision of the Engineer, water from the existing distribution system shall be made to flow at a constant rate into the newly laid water main. At a point not more than 10 feet downstream from the beginning of the new main, water entering the new main shall receive a dose of chlorine fed at a constant rate such that the water will receive not less than 50 mg/L free chlorine. (See Table "B").

All main line and hydrant valves (except for valves at the connection between the new and existing systems) shall be operated after the main has been chlorinated in order to allow the valve disk to make contact with the chlorine solution.

TABLE "B"

Chlorine Required to Produce 50 mg/L Concentration in 100 ft. of Pipe by Diameter.

Pipe Diameter Inches	100 Percent Chlorine Lb.
4	.026
6	.060
8	.108
10	.170
12	.240
16	.434

- D. Bacteriological Testing: After a minimum of 24 hours after the water main has been properly chlorinated, the Contractor shall schedule an appointment for bacteriological testing with the Engineer and Village of Sugar Grove. Just prior to sampling, the main shall be flushed to reduce the chlorine concentration to no more than 3.5 mg/L. All collecting of samples and bacteriological testing shall be by the Contractor.

Per the Illinois Environmental Protection Agency, "All water mains shall be satisfactorily disinfected prior to use. In accordance with the requirements of A.W.W.A. C651-99, at least one set of samples shall be collected from every 1,200 feet of new water main, plus one set from the end of the line and at least one set from each branch. Satisfactory disinfection shall be demonstrated in accordance with the requirements of 35 Ill. Adm. Code 652.203."

Sample points shall consist of one (1) inch copper whips attached to the main. **Samples shall not be drawn from fire hydrants.**

All of the water main that is listed under the same IEPA permit must be tested as a complete project. Bacteriological testing will not start until the entire length of main being permitted by the IEPA for that particular project, has been installed and pressure tested.

After samples are drawn, the valve feeding the new water main shall be closed. Unless otherwise directed by Village of Sugar Grove personnel, the valve(s) feeding the new main shall remain closed until the water main project receives approval from the Village. The Contractor shall not operate the valves. Village staff are the only ones permitted to operate the valves and fire hydrants. This work should be coordinated through the Engineer with Engineering Enterprises (Village's Representative) at 630-466-6700.

In the case of unsatisfactory water samples, the Engineer and Village or their representative will review and advise the contractor as to what procedures will be required for further testing.

Service connections and taps will not be permitted until the new water main has satisfactorily passed the bacteriological tests.

Any questions concerning disinfection procedures should be directed to the Engineer.

- E. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified. The work shall include the copper whips required for sampling.

Village Required Reports

The Contractor shall furnish to the Village the required documentation, test results, etc., required by the IEPA for placing the water mains or service lines in service and/or securing an operating permit.

This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main.

Water Main Protection

- A. Description: Easements for the existing utilities, both public and private, and utilities within public rights-of-way are shown on the plans according to available records. The contractor shall be responsible for determining the exact location in the field of these utility lines and their protection from damage due to construction operations. If existing utility lines of any nature are encountered which conflict in location with new construction, the Contractor shall notify the Engineer so that the conflict may be resolved.

Water mains and water service lines shall be protected from sanitary sewers, storm sewers, combined sewers, house sewer service connections and drains in accordance with Title 35: Environmental Protection Agency Subtitle F: Public Water Supplies, Chapter II: Environmental Protection Agency, Parts 651-654 Technical Policy Statements, Section 653.119 and the details in the plans.

Whenever possible, a water main must be laid at least ten feet horizontally from any existing or proposed drain or sewer line. Should local conditions exist which would prevent a lateral separation of ten feet, a water main may be laid closer than ten feet to a storm or sanitary sewer provided that the water main invert is at least eighteen inches above the crown of the sewer, and is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer. If it is impossible to obtain proper horizontal or vertical separation as described above, then the sewer must also be constructed of water main type material (ductile iron pipe with slip-on or mechanical joints, prestressed reinforced concrete pipe with ASTM C-443 joints, etc.) and pressure tested to the maximum expected surcharge head to assure water tightness before backfilling.

Whenever water mains must cross house sewers, storm sewers or sanitary sewers, the water main shall be laid at such an elevation that the invert of the water main is eighteen inches above the crown of the drain or sewer. This vertical separation must be maintained for that portion of the water main located within ten feet horizontally of any sewer or drain crossed. This must be measured as the normal distance from the water main to the drain or sewer. If it is impossible to obtain the proper vertical separation as described above or if it is necessary for the water main to pass under a sewer or drain, then the sewer must be constructed of water main type material. This construction must extend on each side of the crossing until the normal distance from the water main to the sewer or drain line is at least ten feet. In making such crossings, center a length of water main pipe over/under the sewer to be crossed so that the joints will be equidistant from the sewer and as remote therefrom as possible. Where a water main must cross under a sewer, a vertical separation of eighteen inches between the invert of the sewer and the crown of the water main shall be maintained, along with means to support the larger sized sewer lines to prevent their settling and breaking the water main.

- B. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified.

Final Adjustments

- A. Description: All final adjustments of castings will be accomplished by the use of concrete adjusting rings set in Butyl rope joint sealant; mortar joints will not be allowed. Height of adjusting rings shall not exceed eight inches (8") and the minimum adjusting ring thickness shall be two inches (2"). Frames set in concrete are not permitted. Metal or plastic shims will be used for fine adjustments of frames.

All main line valve boxes, valve vaults, and buffalo boxes shall be marked at the time of construction with a 4" x 4" hardwood post neatly installed vertically with a minimum three feet (3') bury and a minimum four feet (4') exposed. The top one foot (1') of the post shall be neatly painted blue.

The water main within the project limits shall be permanently located with clearly labeled with PVC markers subject to the approval of the Engineer. The post is an all-weather, color impregnated, UV stabilized specially formulated polymer extrusion and the drive clamp is mild steel. The height shall be four feet (4') above ground, 3.25" wide. The final marker installation requirement and location shall be coordinated with the Engineer.

All valves and buffalo boxes shall be located on the as-built plans with respect to the nearest fire hydrant.

- B. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified.

Dewatering Trench

- A. Description: The contractor shall provide and use effective and satisfactory methods to lower the groundwater table to a safe plane below the bottom of the work. No pipe shall be laid or jointed unless the trench is completely dewatered.

Water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent private property, other work construction, street pavements, or other municipal property. No water shall be discharged into sanitary sewers. No water containing settleable solids shall be discharged into storm sewers.

- B. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified.

Bracing and Sheeting

- A. Description: Open cut trenches will require sheeting or bracing to prevent shifting of installed water main or sewers, prevent damage to structures and adjacent property and avoid delays to the improvement. Trenches in pavements or in close proximity to improved streets or roadways shall be sheeted or braced in a substantial and effective manner. Sheeting may be removed after the backfill has been completed to such an elevation as to permit its safe removal. Sheeting and bracing left in place must be removed to a distance of 3 feet below the established roadway grade.

- B. Measurement and Payment: This work shall not be paid for separately but shall be considered INCLUDED in the unit price bid for the ductile iron water main specified.

SELECT GRANULAR BACKFILL, SPECIAL

Description: All trenches caused by the construction of water main, water service pipes, and the excavation around valve vaults, fire hydrants, and other appurtenances which occur within the limits of existing or proposed pavements, sidewalks and curb and gutters, or where the edge of the trench shall be within two (2) feet of said improvements shall be backfilled with compacted granular backfill as detailed in the plans.

Materials: Select granular backfill shall consist of CA-6 crushed limestone, CA-6 crushed gravel, or open graded material (CA-7) and shall be mechanically compacted in place to ninety-five percent (95%) of maximum density at optimum moisture as determined by the Modified Standard Proctor Test (ASTM 1557/AASHTO T180).

Measurement and Payment: Select granular backfill shall be measured on a cubic yard basis. The quantity shall be computed based on the maximum trench width for payment listed in pay width table for the Water Main Trench Detail (plans) and the length and depth for which the select granular backfill is required along the water main pipe.

Bedding, haunching and initial backfill to twelve (12) inches above the top of pipe is required the entire length of pipe. Bedding, haunching and initial backfill will not be measured separately for payment but shall be INCLUDED in the cost of Water Main of the size specified.

In areas where the water mains are located under or within two (2) feet of existing or proposed pavements, the select granular backfill shall be placed from the top of the initial backfill to the bottom of the proposed base course. The volume of the final backfill will be computed by multiplying the length of the trench backfill time the average depth of the trench material times the specified maximum trench width for payment.

Max. Trench Width* x Avg. Depth x Length

Payment for the trench backfill shall be the backfill measured from the top of the initial backfill to the bottom of the proposed base course (final backfill) and shall be made at the contract unit price bid per Cubic Yard for SELECT GRANULAR BACKFILL, SPECIAL. Payment shall be full compensation for all materials, labor, equipment, compaction, and incidentals to place and compact the material as shown on the plans and as specified.

Select granular backfill required around vaults, valve boxes, fire hydrants, service connections, and other appurtenances will not be measured for payment but shall be considered INCLUDED in the unit price bid for the appurtenance specified.

FIRE HYDRANTS TO BE REMOVED

Description: This work shall consist of removing and salvaging the existing fire hydrant and auxiliary valve in its entirety at the locations shown on the plans. Removal of the fire hydrant and auxiliary valve shall include the valve box.

Construction Methods: All holes remaining from the removal of the fire hydrant and auxiliary valve shall be filled and compacted with coarse aggregate, gradation CA-6, to the bottom of the base course when under pavements and to within 6 inches of finished grade when in turf areas. Because the water main pipe will be abandoned and filled with grout material, open ends of the tee/water main pipe from the valve removal shall be capped with a mechanical joint plug.

The contractor shall return the salvaged fire hydrant and auxiliary valve to the Village of Sugar Grove at a location within 10 miles designated by the Engineer as coordinated with the Village.

Basis of Payment: This work will be paid for at the contract unit price per Each for FIRE HYDRANTS TO BE REMOVED, which shall include fire hydrant, water main pipe, auxiliary valve, fittings, blocking, granular fill and compaction, for all labor, equipment, and material necessary to complete the work as specified.

FIRE HYDRANTS TO BE ADJUSTED

Description: This item shall be done in accordance with the applicable portions of the Standard Specifications. This work shall be for the vertical adjustment (up or down) of the existing fire hydrant and valve and valve box. This item does not require a horizontal adjustment.

Construction Methods: This item shall consist of inserting new barrel sections, operating rods, vertical extension pipe and/or mechanical extensions, backfill, valve box extensions, blocking, thrust blocks and aggregate base and backfill.

Basis of Payment: This work will be paid for at the contract unit price per Each for FIRE HYDRANTS TO BE ADJUSTED, which shall include payment in full for all labor, equipment, and material necessary to complete the adjustment of the fire hydrants, the auxiliary valve and valve box.

REMOVE EXISTING VALVE AND VAULT

Description: This work shall consist of removing the existing water valve and valve vault structure in its entirety at the locations shown on the plans. Removal of the structure shall include the frames and lids or grates. The valve structure removal shall be completed in accordance with the applicable portions of Section 605.

Construction Methods: All holes remaining from the removal of the valve and valve vault shall be filled and compacted with coarse aggregate, gradation CA-6, to the bottom of the base course when under pavements and to within 6 inches of finished grade when in turf areas.

Because the water main pipe will be abandoned and filled with grout material, open ends of the water main pipe from the valve removal shall be capped with a mechanical joint plug.

All existing valves shall be removed. In-line valves shall be removed as necessary to provide access for filling the existing water main. The Contractor shall coordinate with the Engineer on whether to dispose of or return the valve, frame and lid to the Village. The vault shall be disposed off-site.

Method of Measurement: Removing of the valve and valve vault will be measured for payment as one item and the unit of measurement will be each.

Basis of Payment: This work will be paid for at the contract unit price per Each for ~~VALVE VAULT TO BE REMOVED~~ ^{VALUE}, regardless of type and size of the valve and diameter of vault, which price shall be full compensation for removal the valve and hardware, valve vault regardless of material and diameter, regardless of depth of the pipe and structure, removal of the frames and grates/lids, and mechanical joint plugs required for capping the remaining pipe to be filled, granular backfill and, labor, equipment and materials required for performing the work as herein specified.

WATER MAIN TO BE ABANDONED

Description: This work shall consist of abandoning and filling the existing water main pipe after the proposed water main and appurtenances are installed and operational.

Materials: The existing water main pipe shall be filled with Controlled Low Strength Material (CLSM) per Section 593 of the Standard Specifications or grout material meeting the requirements of Section 1024 of the Standard Specifications.

Construction Methods: All existing fire hydrants shall be removed and the remaining tee shall be plugged with a mechanical joint plug for filling the existing water main. The Contractor shall coordinate with the Engineer on whether to dispose of or return the valve to the Village.

It is anticipated that partial removals may be required for the filling operation or due to conflicts with the proposed improvements.

All open ends of the existing pipe shall be capped with a mechanical joint plug.

Basis of Payment: This item of work shall be paid for at the contract unit price per Foot for WATER MAIN TO BE ABANDONED, of the diameter pipe specified. This item of work shall include excavation, mechanical joint plugs, CLSM or grout material, filling and sealing of pipe, disposal of water main removed and other surplus materials, and appurtenant items and other incidentals as necessary to complete this item of work as specified herein. This item all work will be paid for only once for this project.

Plugs and caps and select granular backfill related to the filling of the pipe will not be paid for separately, but shall be considered INCLUDED in the cost of "WATER MAIN TO BE ABANDONED".

DRAINAGE STRUCTURE TO BE REMOVED

Description: This item shall be completed in accordance with the applicable portions of Section 605. This work shall consist of removing the drainage structures in its entirety. Drainage structures include, but are not limited to, manholes, catch basins, inlets, headwalls, and end sections at the locations shown on the plans. Removal of the structure shall include the frames and lids or grates.

All holes remaining from the removal of the drainage structure shall be filled and compacted with coarse aggregate, gradation CA-6, to the bottom of the base course when under pavements and to within 4 inches of finished grade when in turf areas.

Method of Measurement: Removing Drainage Structures will be measured for payment as individual items and the unit of measurement will be Each.

Basis of Payment: This work will be paid for at the contract unit price per Each for DRAINAGE STRUCTURE TO BE REMOVED, regardless of type, depth, size and material, which price shall be full compensation for all removal and disposal of structure, frames and grates/lids, grating, toe blocks or footings, backfilling and compacting the holes, labor, equipment and materials required for performing the work as herein specified.

GUARDRAIL MARKERS

Description: Furnishing and installing all Guardrail Mounted Delineators. The Kane County Division of Transportation pre-approved Guardrail Mounted Delineator "AKT-567" shall be provided for all proposed Steel Plate Beam Guardrail locations shown in plan. Terminal Markers – Direct Applied shall be provided and paid for separately and shall conform to the Standard Specifications.

- A. The reflective area shall be approximately nine (9) square inches of encapsulated lens reflective sheeting permanently mounted to the bracket by either pressure sensitive or heat. The sheeting shall be Hi-intensity grade reflective material and the color of the reflective sheeting to be chosen by the Engineer in the field. The delineator shall be mounted at each post location per the manufacturer's specifications and details.
- B. The bracket shall be 12 gauge galvanized steel. The bracket shall be of the same size and shape as the reflective sheeting that is mounted on it. The bracket shall have slotted

holes in such a manner as to fit under the collars of the existing guardrail bolts when tightened down. There shall be no open area between the guardrail and the reflector so as to prohibit vandalism. The delineator shall mount within the channel section of the guardrail and shall not protrude further than the guardrail itself. No epoxy shall be used to install the delineator to the guardrail. The delineator shall be capable of holding reflective material for either one-way or two-way application. The galvanizing shall be G-90 or better.

Colors: Permanent Guardrail – Guardrail markers shall be reflective on one (1) side of the reflector with the traffic side being white.

Basis of Payment: This work shall be paid for at the contract unit price Each for GUARDRAIL MARKERS, TYPE A, which price shall include the reflector, installation, labor, tools, equipment and incidentals required to complete the work as specified.

SURVEY MONUMENT

Description: There is a Kane County Division of Transportation survey monument (marker) that will be removed as part of the construction operations. A proposed permanent survey monument (marker) shall be constructed as specified and as detailed in the plans. The marker shall be placed in undisturbed ground at or near sta. 101+45.00, 52' lt.

Monument Construction: The principal component of this monument, referred to as NGS 3-D Monument, is a 9/16-inch stainless steel rod driven into the ground, utilizing a gasoline powered reciprocating hammer, until refusal or a reduced driving rate has been achieved. The rounded top of the rod is the survey datum point. The upper 3 feet of the rod is encased in a 1-inch greased filled plastic extruded fin sleeve that is held horizontally stable by back-filled, washed sand. The effects of up and down ground movement during freeze/thaw or wet/dry conditions are removed from the anchored rod by the grease filled sleeve promoting vertical stability. A 6-inch Polyvinyl Chloride (PVC) pipe with attached, standard, hinged access cover protects and identifies the top of the monument.

Complete procedures for setting the monument may be found in the "Bench Mark Reset Procedures" documented by Curtis L. Smith of the National Geodetic Survey, published in September 2010. (http://www.ngs.noaa.gov/PUBS_LIB/Benchmark_4_1_2011.pdf)

The monument access cover will be Model BMAC6 manufactured by Bertsen International, Inc., Madison Wisconsin.

The survey monument will be established under the supervision of a registered Professional Land Surveyor in the State of Illinois.

Survey Accuracy: The survey monument will be established with a "First Order" horizontal control accuracy and a "First Order" accuracy for the vertical control.

The horizontal and vertical datum shall be field determined after the permanent survey monument is set and the concrete cured.

Documentation: All survey notes will be provided to the Kane County Division of Transportation after the work is completed.

Existing Monument: The existing monument shall be completely obliterated. There is no salvage.

Basis of Payment: The work to set the survey monument as detailed in the plans and specified above will be paid at the contract unit price per Each for SURVEY MONUMENTS, which price shall include access cover, PVC piping, control rod and installation, excavation, sand, concrete, survey equipment, land surveying services and documentation, removal of the existing monument, labor, tools, equipment and incidentals required to complete the work as specified.

HOT-MIX ASPHALT DRIVEWAY PAVEMENT

Description: This work shall consist of constructing hot-mix asphalt driveway pavement on a prepared aggregate base course in accordance with the applicable portions of Section 406 of the Standard Specifications at the locations shown on the plans.

Materials: The materials for this project shall be:

Commercial Driveway

Mix	Design Thickness	Max. Lift Thickness
Hot Mix Asphalt Binder Course, IL-19.0, N50	8"	4"
Hot Mix Asphalt Surface Course, Mix "D", N50	2"	2"
Bituminous Materials – Prime and Tack Coat		

Private Driveway

Mix	Design Thickness	Max. Lift Thickness
Hot Mix Asphalt Binder Course, IL-19.0, N50	6"	4"
Hot Mix Asphalt Surface Course, Mix "D", N50	2"	2"
Bituminous Materials – Prime and Tack Coat		

Basis of Payment: The hot-mix asphalt driveway pavement will be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, of the thickness specified, which shall include all labor, equipment and material necessary for the completion of the work.

Subbase granular material for base course and bituminous materials will be measured separately for payment as SUBBASE GRANULAR MATERIAL, TYPE B 4" and BITUMINOUS MATERIALS (PRIME COAT or TACK COAT), respectively.

WORK ZONE PAVEMENT MARKING REMOVAL, SPECIAL

Description. This item consists of removing all temporary pavement marking tape used for lines and symbols after Stage 1B, 2, and Stage 2A are completed.

Construction Methods. The acceptable methods for removal of the temporary pavement markings shall be:

Temporary Tape: Temporary marking tape removal method from asphalt surface(s) shall be completed by (a) high pressure water (water blasting) or (b) heat and hand peeling.

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

The Contractor is responsible for the removal of all residue from the blasting method including the components of the removal method. When operating within 10 feet of a travel lane open to traffic or in an area that the residue may encroach onto the adjacent travel lane, the Contractor shall remove the residue immediately after contact between the blasting component and the treated surface. The removal process shall require a vacuum attachment operating concurrently with a blasting operation or by an alternate method as approved by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price per Foot for WORK ZONE PAVEMENT MARKING REMOVAL, SPECIAL. This work shall include all necessary labor, material, and equipment needed to perform the work described herein and as specified on the plans.

Removal of the existing permanent or temporary pavement marking paint will be measured separately as PAVEMENT MARKING REMOVAL, of the method specified.

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: April 1, 2016

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT”

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

303.02 Materials. Materials shall be according to the following.

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

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradation CS 01 but shall not exceed 40 percent by weight 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 gradation CS 01 is used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders. The final product shall not contain more than 40 percent by weight of RAP.

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. The calibration for the mechanical feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered.

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 gradation CS 01 shall be 24 in. (600 mm).

303.06 Capping Aggregate: The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When 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:

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

- (a) Description: The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. The top 12 inches of the aggregate subgrade improvement shall be 3 inches of capping material and 9 inches of crushed gravel, crushed stone or crushed concrete. In applications where greater than 36 inches of subgrade material is required, rounded gravel, meeting the CS01 gradation, may be used beginning at a depth of 12 inches below the bottom of pavement.
- (b) Quality: The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials. Non-mechanically blended RAP may be allowed up to a maximum of 5.0 percent.
- (c) Gradation:
 - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01.

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

Grad No.	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
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(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.

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.

EMBANKMENT I

Effective: March 1, 2011

Revised: November 1, 2013

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

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

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
 - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
 - 2) A plasticity index (PI) of less than 12.
 - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

CONSTRUCTION REQUIREMENTS

Samples: Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

Placing Material: In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform

homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

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

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

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

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

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

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

FRICITION AGGREGATE (D-1)

Effective: January 1, 2011
 Revised: April 29, 2016

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase Shoulders	or <u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
	SMA Ndesign 50 Surface		
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone (other than Limestone) ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} : Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
		50% Dolomite ^{2/}	Any Mixture E aggregate

Use	Mixture	Aggregates Allowed	
		75% Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel ^{2/} or Crushed Concrete ^{3/}	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface IL-9.5 SMA Ndesign 80 Surface	<u>Allowed Alone or in Combination</u> ^{5/ 6/} :	
		Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag No Limestone.	
		<u>Other Combinations Allowed:</u>	
		<i>Up to...</i>	<i>With...</i>
	50% Crushed Gravel ^{2/} , Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone	

- 1/ Crushed steel slag allowed in shoulder surface only.
- 2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80. In SMA Ndesign 50, carbonate crushed stone shall not be blended with any of the other aggregates allowed alone in Ndesign 50 SMA binder or Ndesign 50 SMA surface.
- 3/ Crushed concrete will not be permitted in SMA mixes.
- 4/ Crushed steel slag shall not be used as leveling binder.
- 5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
- 6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

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

Effective: June 26, 2006

Revised: April 1, 2016

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 5)1031”

Add the following note to 1030.02 of the Standard Specifications:

Note 5. 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.

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: April 1, 2016

1) Design Composition and Volumetric Requirements

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

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

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

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

1/ CA 16 or CA 13 may be blended with the gradations listed.

2/ The coarse aggregates used shall be capable of being combined with stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve.

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

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

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

“IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steel slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours.”

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

“High ESAL	IL-19.0 binder; IL-9.5 surface; IL-4.75; SMA-12.5, SMA-9.5
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

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

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

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

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

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

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

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

either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

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

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

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

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

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.

- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

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-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70				
90				65 - 75

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

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

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

“(3) SMA Mixtures.

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

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

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

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

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

Add to the end of Article 1030.05 (d) (2) a. of the Standard Specifications:

“During production, the Contractor shall test SMA mixtures for draindown according to AASHTO T305 at a frequency of 1 per day of production.”

Delete last sentence of the second paragraph of Article 1102.01(a) (4) b. 2.

Add to the end of Article 1102.01 (a) (4) b. 2.:

“As an option, collected dust (baghouse) may be used in lieu of manufactured mineral filler according to the following:

- (a.) Sufficient collected dust (baghouse) is available for production of the SMA mix for the entire project.
- (b.) A mix design was prepared based on collected dust (baghouse).

2) Design Verification and Production

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

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

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

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

Illinois Modified AASHTO T 324 Requirements ^{1/}

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

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

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

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

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

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

Add the following after the sixth paragraph in Article 1030.06 (a) of the Standard Specifications:

"The Hamburg Wheel test shall also be conducted on all HMA mixtures from a sample taken 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.

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"

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

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

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

Basis of Payment: Replace the fourth paragraph of Article 406.14 of the Standard Specifications with the following:

“Stone matrix asphalt will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified; and POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, STONE MATRIX ASPHALT, of the mixture composition and Ndesign specified.”

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

MAINTENANCE OF ROADWAYS

Effective: September 30, 1985

Revised: November 1, 1996

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

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

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.”

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

Effective: November 1, 2012

Revise: April 2, 2016

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES"

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material 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 in. (75 mm) single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality, but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

- (b) RAS Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. Each stockpile shall be signed indicating what type of RAS is present.

However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of Type 1 RAS with Type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval. The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and accounted for in the mix design and during HMA production.

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

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

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

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

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

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

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

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

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

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

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

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

1031.04 Evaluation of Tests. Evaluation of test 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)	$\pm 6 \%$
No. 8 (2.36 mm)	$\pm 5 \%$
No. 30 (600 μm)	$\pm 5 \%$
No. 200 (75 μm)	$\pm 2.0 \%$
Asphalt Binder	$\pm 0.3 \%$
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 ITP, "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 homogeneous, 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 laboratory prequalified by the Department for the specified testing. The consultant laboratory shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the Bureau of Materials and Physical Research Aggregate Lab for MicroDeval Testing, according to ITP 327. A maximum loss of 15.0 percent will be applied for all HMA applications. 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 the 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 percent by weight of the total mix.

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

HMA Mixtures ^{1/ 2/ 4/}	Maximum % ABR		
	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 Low ESAL HMA shoulder and stabilized subbase, the percent asphalt binder replacement shall not exceed 50 % of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 % 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 % 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 %, the required virgin asphalt binder grade shall be PG64-28.

- 3/ When the ABR for SMA or IL-4.75 is 15 % 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 2.300 shall be used for mix design purposes.

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

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

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

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

- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - d. Accumulated dry weight of RAS and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
 - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
 - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
 - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
 - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS and FRAP are printed in wet condition.)
 - i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
 - j. Accumulated mixture tonnage.
 - k. Dust Removed (accumulated to the nearest 0.1 ton (0.1 metric 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 Wedge Shoulders, Type B.
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 shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

- (c) Gradation. The RAP material shall meet the gradation requirements for CA 6 according to Article 1004.01(c), except the requirements for the minus No. 200 (75 μ m) sieve shall not apply. The sample for the RAP material shall be air dried to constant weight prior to being tested for gradation."

SLIPFORM PAVING (D-1)

Effective: November 1, 2014

Revise Article 1020.04 Table 1, Note (5) of Standard Specifications to read:

“The slump range for slipform construction shall be 1/2 to 1 1/2 in.”

Revise Article 1020.04 Table 1 (metric), Note (5) of Standard Specifications to read:

“The slump range for slipform construction shall be 13 to 40 mm.”

STATUS OF UTILITIES (D-1)

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information in regard to their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED: Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances resolution will be a function of the construction staging. The responsible agency must relocate or complete new installations as noted in the action column; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

PRE-STAGE

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 15+39 to Sta. 22+10, 28'-48' LT. Sta. 22+10 to Sta. 28+50, 29'-30' Rt.	Overhead Electrical Lines (3-Phase)	Existing overhead lines and power poles (12 each) are in conflict with the proposed ditch grading and roadway widening. Overhead electric line and power poles will need to be relocated prior to Contractor starting the roadway and bridge construction.	Commonwealth Edison	Contractor for Commonwealth Edison to relocate existing overhead lines and power poles from the westerly side of the roadway to the easterly side at the proposed ROW line. The relocation work is to be completed after the tree removal is completed in the Pre-stage. Estimated 3/1/17 to 3/31/17. <u>15</u> Days Total
Sta. 15+39 to Sta. 22+10, 28'-48' LT. Sta. 22+10 to Sta. 28+50, 29'-30' Rt.	Overhead Communications (Fiber)	Existing overhead lines run on ComEd power poles (12 each) are in conflict with the proposed ditch grading and roadway widening.	Wide Open West (WOW)	Work to be follow in sequence with Commonwealth Edison overhead lines and power poles relocation described above. Pre-stage.

		Overhead line will need to be relocated prior to Contractor starting the roadway and bridge construction.		Estimated 3/13/17 to 3/31/17. <u>5</u> Days Total
Sta. 10+00 to Sta. 28+50, 18'-40' LT. Sta. 15+00 to Sta. 28+50, 30'-43' RT.	Underground Communication Cable within 6-4" PVC ducts (3 - Copper cables and 2- fiber optic cables), Lt. AT&T manholes at Sta. 20+50, 30' Lt. Cable on the right side of the roadway has no working service and will be cut off and abandoned.	Existing 6-way duct bank and cable are in conflict with the proposed ditch grading and roadway widening at Sta. 22+00 to Sta. 28+50. Existing AT&T manholes will need to be vertically adjusted at Sta. 20+50. Underground cable will need to be relocated prior to Contractor starting construction.	AT&T Legal Mandate	Contractor for AT&T to relocate existing cable. Work estimated to take place in October 2016. <u>7</u> Days Total
Sta. 10+00 to Sta. 20+50, 52' LT.	Underground gas main (2")	Existing gas main is in conflict with the proposed roadway widening, bridge construction and ditch grading. Underground gas main will need to be relocated prior to Contractor starting the roadway and bridge construction.	Northern Illinois Gas	Contractor for Nicor to relocate existing gas main from the westerly side of the roadway to the easterly side of the roadway. Utility Permit has been submitted to KDOT. Work is anticipated to take place in Fall 2016. <u>15</u> Days Total

STAGE 2A

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	ACTION
Sta. 10+00 to Sta. 28+50, 18'-40' LT.	AT&T manholes at Sta. 13+36, 28' Lt.	Existing AT&T manholes will need to be vertically adjusted at Sta. Sta. 13+36. Existing manhole will need to be vertically adjust in order to complete the construction of the entrance to the Village Bible Church in Stage 2A.	AT&T Legal Mandate	Contractor for AT&T to vertically adjust manhole. Schedule is project driven. Estimated to be in August 2017. <u>2</u> Days Total

Pre-Stage: 42 Days Total Installation

Stage 2A: 2 Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
Commonwealth Edison	Rick Seidel	1 Lincoln Centre, Oakbrook Terrace, IL 60181	630-229-5138	Richard.Seidel@ComEd.com
AT&T Legal Mandate	Bruce Robbins	1000 Commerce Dr., Floor 1, Oak Brook, IL 60523	630-573-6471	br1831@att.com
Northern Illinois Gas	Bruce Koppang	1844 Ferry Rd. Naperville, IL 60563	630-388-3046	bkoppan@aglresources.com
Fox Metro Water Reclamation District	Michael Frankino	1135 S. Lake St., Montgomery, IL 60538	630-301-6805	MFrankino@foxmetro.dst.il.us

Mediacom	Patrick McGraw		815-597-5103	pmcgraw@mediacomcc.com
Wide Open West	Chris Naylor	1674 Frontenac Road, Naperville, IL 60563	630-930-8324	chris.naylor@wowinc.com
Midwest Fiber Networks	Cory Schmuki	6070 North Flint Road, Glendale, WI 53209	(414) 459-3561	cschmuki@midwestfibernetworks.com

UTILITIES TO BE WATCHED AND PROTECTED: The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owners part can be secured.

STAGE 1A

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Sta. 17+00 to Sta. 28+50, 18'-40' Lt.	Underground Communication Cable within 6-4" PVC ducts (3 - Copper cables and 2-fiber optic cables), Lt.	Existing duct is running adjacent to pavement widening and proposed ditch work. Because the duct will lowered in this area this will not be in conflict with the proposed improvements.	AT&T Legal Mandate	Contractor to have JULIE locate and then shall "pot" hole to verify alignment of cable along the widening. Utility Exploration pay item added to plans.
Sta. 16+63 to Sta. 22+00, 28'-48' LT. Sta. 22+10 to Sta. 28+50, 29'-30' Rt.	Overhead Electrical Lines (3-Phase)	Existing overhead transmission lines will be relocated to 1' from proposed ROW on easterly side of roadway and	Commonwealth Edison	Contractor shall not excavate around power poles and shall store equipment away from the overhead lines.

		should not be in conflict with work.		
Sta. 10+00 to Sta. 17+00, 60'-63' Rt. Sta. 17+00 to Sta. 28+50, 20'-22' Rt.	Underground Water Distribution Main (12")	Existing underground watermain runs on the east side of the roadway has been relocated in Pre-stage work and should not be in conflict with work to be completed in Stage 1A.	Village of Sugar Grove	Contractor will have as-built survey from previously relocated pipe. Potential crossing will be marked and monitored in field. Fire hydrants and valve vaults will be clearly marked with lathe or other visible marking.
Sta. 10+00 to Sta. 20+50, 52' LT.	Underground gas main (2")	Existing gas main is in conflict with the proposed roadway widening and ditch grading. The gas main will be relocated to the east side of the roadway and should not be in conflict with work.	Northern Illinois Gas	Contractor shall not excavate around gas main.
Sta. 16+63 to Sta. 22+00, 28'-48' LT. Sta. 22+10 to Sta. 28+50, 29'-30' Rt.	Overhead Communication (Fiber)	Existing overhead communication fiber lines shared with ComEd poles will be relocated with ComEd to 1' from proposed ROW on easterly side of roadway and should not be in conflict with work.	Wide Open West	Contractor shall not excavate around power poles and shall store equipment away from the overhead lines.
Sta. 10+50 to Sta. 28+50, 27' Rt.	Underground Communication Cable (96CT Armored Fiber 48SM)	Existing unit duct (fiber cable has not been installed as of this date) is running in the easterly half of roadway within the County ROW. In	Midwest Fiber Networks	Contractor to have JULIE locate and then shall "pot" hole to verify alignment of unit duct in this Stage. Utility Exploration

		<p>The unit duct is expected to be relocated because it will be located under portion of the new roadway. Because the unit duct will be lowered prior to construction this area this will not be in conflict with the proposed improvements.</p>		<p>pay item added to plans.</p> <p>Because the cable has not been installed, unexpected conflict with the unit duct is not critical to the operation of the communication company and not considered detrimental to the bridge project schedule.</p>
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STAGE 1B

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Sta. 17+00 to Sta. 28+50, 18'-40' Lt.	Underground Communication Cable within 6-4" PVC ducts (3 - Copper cables and 2-fiber optic cables), Lt.	Existing duct is running adjacent to pavement widening and proposed ditch work. Because the duct will lowered in this area this will not be in conflict with the proposed improvements.	AT&T Legal Mandate	Contractor to have JULIE locate and then shall "pot" hole to verify alignment of cable along the widening. Utility Exploration pay item added to plans.
Sta. 10+00 to Sta. 28+50, 29'-30' Rt.	Overhead Electrical Lines (3-Phase)	Existing overhead transmission lines will be relocated to 1' from proposed ROW on easterly side of roadway and should not be in conflict with work.	Commonwealth Edison	Contractor shall not excavate around power poles and shall store equipment away from the overhead lines.

<p>Sta. 10+00 to Sta. 17+00, 60'-63' Rt. Sta. 17+00 to Sta. 28+50, 20'-22' Rt.</p>	<p>Underground Water Distribution Main (12")</p>	<p>Existing underground watermain runs on the east side of the roadway has been relocated in Pre-stage work and should not be in conflict with work to be completed in Stage 1A.</p>	<p>Village of Sugar Grove</p>	<p>Contractor will have as-built survey from previously relocated pipe. Potential crossing will be marked and monitored in field. Fire hydrants and valve vaults will be clearly marked with lathe or other visible marking.</p>
<p>Sta. 10+00 to Sta. 20+50, 52' LT.</p>	<p>Underground gas main (2")</p>	<p>Existing gas main is in conflict with the proposed roadway widening and ditch grading. The gas main will be relocated to the east side of the roadway and should not be in conflict with work.</p>	<p>Northern Illinois Gas</p>	<p>Contractor shall not excavate around gas main.</p>
<p>Sta. 10+50 to Sta. 28+50, 27' Rt.</p>	<p>Underground Communication Cable (96CT Armored Fiber 48SM)</p>	<p>Existing unit duct is running in the easterly half of roadway within the County ROW. The unit duct is expected to be relocated because it will be in conflict with the relocated water main and ditch work. Because the unit duct will be lowered prior to construction this area will not be in conflict with the proposed improvements.</p>	<p>Midwest Fiber Networks</p>	<p>Contractor to have JULIE locate and then shall "pot" hole to verify alignment of unit duct in this Stage. Utility Exploration pay item added to plans.</p>

STAGE 2

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER	ACTION
Sta. 17+00 to Sta. 28+50, 18'-40' Lt.	Underground Communication Cable within 6-4" PVC ducts (3 - Copper cables and 2- fiber optic cables), Lt.	Existing duct is running adjacent to pavement widening and proposed ditch work. Because the duct will lowered in this area this will not be in conflict with the proposed improvements.	AT&T Legal Mandate	Contractor to have JULIE locate and then shall "pot" hole to verify alignment of cable along the widening. Utility Exploration pay item added to plans.
Sta. 16+63 to Sta. 22+00, 28'-48' LT. Sta. 22+10 to Sta. 28+50, 29'-30' Rt.	Overhead Communication (Fiber)	Existing overhead communication fiber lines shared with ComEd poles will be relocated with ComEd to 1' from proposed ROW on easterly side of roadway and should not be in conflict with work.	Wide Open West (WOW)	Contractor shall not excavate around power poles and shall store equipment away from the overhead lines.

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company Responsible to Resolve Conflict	Name of contact	Address	Phone	e-mail address
Commonwealth Edison	Rick Seidel	1 Lincoln Centre, Oakbrook Terrace, IL 60181	630-229-5138	Richard.Seidel@ComEd.com
AT&T Legal Mandate	Bruce Robbins	1000 Commerce Dr., Floor 1, Oak Brook, IL 60523	630-573-6471	br1831@att.com
Northern Illinois Gas	Bruce Koppang	1844 Ferry Rd. Naperville, IL 60563	630-388-3046	bkoppan@aglresources.com

Fox Metro Water Reclamation District	Michael Frankino	1135 S. Lake St., Montgomery, IL 60538	630-301-6805	MFrankino@foxmetro.dst.il.us
Mediacom	Patrick McGraw		815-597-5103	pmcgraw@mediacomcc.com
Wide Open West	Chris Naylor	1674 Frontenac Road, Naperville, IL 60563	630-930-8324	chris.naylor@wowinc.com
Midwest Fiber Networks	Cory Schmuki	6070 North Flint Road, Glendale, WI 53209	(414) 459-3561	cschmuki@midwestfibernetworks.com

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be taken into account in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided in the action column for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation dates must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies. The Department's contractor is responsible for contacting J.U.L.I.E. prior to any and all excavation work.

TRAFFIC CONTROL PLAN

Effective: September 30, 1985

Revised: January 1, 2007

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

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

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

STANDARDS:

701006-05 701011-04 701301-04 701311-03 701501-06 701901-05
704001-08 782006

DETAILS:

- a. Traffic Control and Protection for Side Roads, Intersections, and Driveways (TC-10)
- b. District One Typical Pavement Markings (TC-13)
- c. Pavement Marking Letters and Symbols for Traffic Staging (TC-16)
- d. Detour Signing For Closing State Highways (TC-21)
- e. Driveway Entrance Sign (TC-26)

SPECIAL PROVISIONS:

- a. Maintenance of Roadways (District 1)
- b. Public Convenience and Safety (District 1)
- c. Traffic Control and Protection (Arterials)
- d. Changeable Message Sign
- e. Temporary Information Signing
- f. Work Zone Traffic Control Surveillance (LRS 3)
- g. Temporary Concrete Barrier (BDE)
- h. Pavement Marking Removal (BDE)

Bliss Road Bridge
Over Blackberry Creek
Kane County
Contract 61D20

FAP 520
Job. No. C-91-162-09
Sec. 08-00058-02-BR

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.

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

Effective: August 1, 2012

Revised: February 1, 2014

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 funded pre-apprenticeship training programs outlined by this Special Provision.

It is the policy of IDOT to fund IDOT pre-apprenticeship training programs throughout Illinois 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 construction contracts shall include "Training Program Graduate Special Provisions." To benefit from the incentives to encourage the participation in the additional on-the-job training under this Training Program Graduate Special Provision, the Contractor shall make every reasonable effort to employ certified graduates of IDOT funded Pre-apprenticeship Training Programs 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 \$15.00 per hour for training given a certified TPG 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 applicable federal law, 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 \$15.00 per hour for certified 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 journey worker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. 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 with several entities 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 funded TPG programs 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 Special Provision \$15.00 an hour incentive.

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



Storm Water Pollution Prevention Plan



Route FAP 520	Marked Route BLISS ROAD	Section 08-00058-02-BR
Project Number BROS-0089(126)	County Kane	Contract Number 61D20

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

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

Print Name Carl Schoedel, PE	Title County Engineer	Agency Kane County Division of Transport
Signature 		Date 5-13-16

I. Site Description

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

The Bliss Road over Blackberry Creek project is located in Sugar Grove, Kane County, Illinois. The Bliss Road site is located in the SE ¼ of Section 9 and the NE ¼ of Section 16, Township 38N, Range 7E (Latitude: 41.780117° N & Longitude: 88.439863° W). The bridge is located approximately 500 feet east of the IL Rte. 47 intersection. The land of south of the bridge is generally residential and north of the bridge is Forest Preserve and private wooded land.

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

The purpose of the project is to replace the existing bridge over Blackberry Creek with a new bridge because the existing bridge is structurally deficient.

This work consists of replacing the existing bridge with a new bridge. The proposed roadway improvements consist of raising the profile approximately 3.5 feet to meet hydraulic free board requirements, regrading the ditches to provide compensatory storage for the floodplain fill, and providing erosion control for the bridge abutments. All disturbed areas that are not being paved or covered with aggregate will be seeded with the appropriate vegetation and erosion protection.

The proposed soil erosion and sediment controls for this project include temporary ditch checks, perimeter erosion barrier (silt fence), erosion control blanket, hydraulic mulch, temporary inlet protection, filtering bag systems, stream bank protection, and temporary and permanent seeding.

C. Provide the estimated duration of this project:

The project will be complete in six (6) months.

D. The total area of the construction site is estimated to be 6.07 acres.

85

pg 84 has been removed

The total area of the site estimated to be disturbed by excavation, grading or other activities is 6.07 acres.

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

0.54

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

The USDA SSURGO Soil Data (December 2004) was reviewed for hydric soils within the project. Hydric soils may indicate wetland conditions exist. The following soils are mapped in the project:

193B Mayville Silt Loam
512B Danabrook Silt Loam
512C2 Danabrook Silt Loam
527D2 Kidami Loam
618E Senachwine Silt Loam
3076A Otter Silt Loam (Hydric)

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

WBK identified 3.02 acres of wetland and Waters of the US within the project limits. The Waters of the US is Blackberry Creek, and there are six (6) areas of wetland and wetland fringe along the creek within the project area.

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

During construction activities, the areas with the greatest potential for erosion are the ditches, side slopes, and exposed abutments and bridge cone under the bridge. After construction, the bridge cone and abutments will be covered with riprap and filter fabric to prevent erosion. The ditches and side slopes will be vegetated and covered with temporary erosions control blanket.

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

The ground will be disturbed for the entire length of the project due to the removal of current stabilization (vegetation and asphalt) to replace the bridge and roadway. During the replacement of the bridge, the abutments and channel will be shaped, then the riprap protection will be placed. Filter bag systems will be utilized to control sediment release to the creek for all dewatering processes required to construct the bridge abutments. Temporary sheet piling or concrete barrier walls will be in place so work will be performed in the dry preventing erosion of the bare banks and water quality impacts of the active construction. During the grading and shaping of the ditches, the bare soil will be protected by temporary ditch checks and hydraulic mulch prior to final stabilization. The potential for erosion in the ditches is moderate due to the short lengths and flatter longitudinal ditch slopes. The embankments will be permanently protected from erosion by vegetation and erosion control blankets and temporary seed and and/or hydromulch in the interim condition. The slopes vary in steepness from 2:1 to 4:1. The embankment slopes each side range between 8 and 20 feet in width.

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

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

Since the drainage system currently lies within the Kane County right of way, Kane County Division of Transportation is the agency responsible for the system.

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

Kane County Division of Transportation will have reporting jurisdiction for this project location.

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

Blackberry Creek is the receiving waters of the project. Blackberry Creek is tributary to the Fox River.

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

Contractor will be prohibited from entering areas outside of the project area and these areas will be further protected by perimeter erosion barrier. Work in Blackberry Creek will be performed in the dry and require temporary barriers to divert flow. Dewatering will be filtered through a filtering system prior to re-entering the creek to reduce the potential for erosion and water quality impacts. Pavements to be left in place will be cleaned daily and inlet filters will be placed in open inlets in the gutter line to collect remaining roadway sediment. There are no additional areas to be preserved within the project limits.

O. 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):

[Empty box for 303(d) Listed receiving waters]

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

[Empty box for name(s) of listed water body and pollutants]

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:

[Empty box for description of erosion and sediment control practices]

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

[Empty box for location(s) of direct discharge]

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

[Empty box for location(s) of dewatering discharges]

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

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

[Empty box for name(s) of 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:

[Empty box for description of erosion and sediment control strategy]

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

[Empty box for description of necessary steps to meet allocation]

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

- Soil Sediment
- Concrete
- Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
- Antifreeze / Coolants

- | | |
|---|---|
| <input checked="" type="checkbox"/> Concrete Truck waste | <input 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:** At a minimum, controls must be coordinated, installed, and maintained to:
1. Minimize the amount of soil exposed during construction activity;
 2. Minimize the disturbance of steep slopes;
 3. Maintain natural buffers around surface waters, direct storm water to vegetated areas to increase sediment removal and maximize storm water infiltration, unless infeasible;
 4. Minimize soil compaction and, unless infeasible, preserve topsoil.

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

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

The following stabilization practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Preservation of Mature Vegetation | <input checked="" type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input type="checkbox"/> Sodding |
| <input checked="" type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input checked="" type="checkbox"/> Other (specify) Filter Bag Systems |
| <input checked="" type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) _____ |
| <input checked="" type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) _____ |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) _____ |

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

Mature vegetation in areas that will not be disturbed will be preserved to provide additional protection from erosion and sediment deposition in Blackberry Creek. Temporary erosion control seeding will be utilized if the project requires a prolonged, but temporary pause in work greater than 14 days.

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

Areas that are disturbed by construction that will not be paved will be stabilized with permanent seeding and erosion control blanket.

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

The following stabilization practices will be used for this project:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check | <input checked="" 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 checked="" type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input checked="" type="checkbox"/> Other (specify) <u>Filter Bag Systems</u> |
| <input checked="" 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 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 installed along the perimeter of the project area to prevent sediment from leaving the site. Temporary Ditch Checks will be placed in the ditches at the beginning of the project and may require adjusting during grading. The checks will remain in place until final stabilization has been achieved in the ditches. Storm Drain Inlet Protection will be utilized around the upstream end of culverts at field entrances or driveways. Inlet filters will be placed in all drainage structures in the roadway gutter line. The protection will remain in place from project initiation until final stabilization in the ditches and turf areas is achieved.

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

The riprap will remain in place after construction to prevent erosion of the abutments and bridge cones. Riprap will also be left in place at the outlet of proposed driveway culverts and storm sewer outs.

D. **Treatment Chemicals**

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

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

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

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

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design & Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

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

Description of permanent storm water management controls:

The roadside ditches have been designed to control erodible velocities and the ditch bottom and slopes will be vegetated to promote infiltration and filtration of stormwater runoff. In areas of closed storm sewer systems sediment collection from pavements, overland run-off and storm sewer flows will be collected in catch basins strategically placed upstream of the outlets. Aggregate check dams will be placed at the ends of the ditch lines prior to it connecting to the creek to control velocity, erosion and sediment release to the creek.

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

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

In accordance with the current Kane County Stormwater Management Ordinance, Kane-DuPage Soil & Water Conservation District, and the US Army Corps of Engineers.

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

1. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
 - Approximate duration of the project, including each stage of the project
 - Rainy season, dry season, and winter shutdown dates
 - Temporary stabilization measures to be employed by contract phases
 - Mobilization time frame
 - Mass clearing and grubbing/roadside clearing dates
 - Deployment of Erosion Control Practices
 - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
 - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
 - Paving, saw-cutting, and any other pavement related operations
 - Major planned stockpiling operations
 - Time frame for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
 - Permanent stabilization activities for each area of the project
2. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

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

III. Maintenance

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

Vegetative soil erosion measures - the vegetative growth of temporary and permanent seeding, vegetative filters, etc., shall be maintained periodically and supplied adequate watering and fertilizer. The vegetative cover shall be removed and reseeded as necessary.

Water treatment systems (ie: filter bags, inlet filters, etc.) will be cleaned and items replaced as recommended by the designer of the system. Sediment accumulation will be removed at a minimum when the height is equal to 50% of the height of the baffle.

Perimeter erosion barrier, temporary ditch checks, and rolled excelsior logs will be examined regularly and repaired as necessary. Sediment shall be removed when it reaches a height equal to 50% of the height of the barrier.

Stabilized access road and stabilized construction entrances (if required) shall have sediment build up removed as necessary.

IV. Inspections

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

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

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

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

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

Additional Inspections Required:

--

V. Failure to Comply

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



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

Route FAP 520	Marked Route BLISS ROAD	Section 08-00058-02-BR
Project Number BROS-0089(126)	County Kane	Contract Number 61D20

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

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

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

- Contractor
- Sub-Contractor

Print Name

Signature

Title

Date

Name of Firm

Telephone

Street Address

City/State/Zip

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



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: Kane County Division of Transportation

Mailing Address: 41W011 Burlington Road

Phone: 630-584-1170

City: St. Charles

State: IL

Zip: 60175

Fax: 630-584-5265

Contact Person: Carl Schoedel, P.E.

E-mail: schoedelcarl@co.kane.il.us

Owner Type (select one) County

CONTRACTOR INFORMATION

MS4 Community: Yes No

Contractor Name: _____

Mailing Address: _____

Phone: _____

City: _____

State: _____

Zip: _____

Fax: _____

CONSTRUCTION SITE INFORMATION

Select One: New Change of information for: ILR10 _____

Project Name: Bliss Road at Blackberry Creek - 08-00058-02-BR

County: Kane

Street Address: Bliss Road

City: Sugar Grove

IL

Zip: 60506

Latitude: 41

46

48.42

Longitude: 88

26

23.51

9/16

38N

7E

(Deg)

(Min)

(Sec)

(Deg)

(Min)

(Sec)

Section

Township

Range

Approximate Construction Start Date Apr 3, 2017

Approximate Construction End Date Nov 10, 2017

Total size of construction site in acres: 6.1

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: On site

City: Sugar Grove

SWPPP contact information:

Inspector qualifications:

Contact Name: _____

Phone: _____

Fax: _____

E-mail: _____

Project inspector, if different from above

Inspector qualifications:

Inspector's Name: _____

Phone: _____

Fax: _____

E-mail: _____

TYPE OF CONSTRUCTION (select one)

Construction Type Reconstruction

SIC Code: _____

Type a detailed description of the project:

This project involves the removal & replacement of the existing bridge over Blackberry Creek with new bridge including improvements to the roadway approaches. The embankment will be raised and widened. Storm sewer and gutter will be installed on the south side of the bridge and ditches will be regraded on the north side of the bridge. An area southwest of the new bridge will be graded for compensatory storm water storage.

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: Kane County Div. of Transportation (south side storm sewer & north side ditches)

Name of closest receiving water body to which you discharge: Blackberry Creek

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.constit10swppp@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:

Date:

Printed Name:

Title:

95

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.

96



DEPARTMENT OF THE ARMY
CHICAGO DISTRICT, CORPS OF ENGINEERS
231 SOUTH LA SALLE STREET
CHICAGO, ILLINOIS 60604-1437

REPLY TO
ATTENTION OF:

July 27, 2016

Technical Services Division
Regulatory Branch
LRC-2010-638

SUBJECT: Permit Authorization for the Replacement of Bliss Road over Blackberry Creek, Located East of Route 47 in Sugar Grove and Sugar Grove Township, Kane County, Illinois (SE ¼ of Section 9 and NE ¼ of Section 16, T38N, R7E)

Carl Schoedel
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, Illinois 60175

Dear Mr. Schoedel:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permits 3 (Transportation Projects) and 7 (Temporary Construction Activities) and Category II of the Regional Permit Program (RPP).

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans titled, "State of Illinois Department of Transportation, Plans for Proposed Federal Aid Highway, FAP 520 (Bliss Road) over Blackberry Creek, Bridge Replacement, Section 08-00058-02-BR Project BHOS-0089(126) Kane County Job No. C-91-162-09" dated June 10, 2016, prepared by WBK Engineering, Inc. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

1. You shall undertake and complete the project as described in the plans titled, "State of Illinois Department of Transportation, Plans for Proposed Federal Aid Highway, FAP 520 (Bliss Road) over Blackberry Creek, Bridge Replacement, Section 08-00058-02-BR

Project BHOS-0089(126) Kane County Job No. C-91-162-09" dated June 10, 2016, prepared by WBK Engineering, Inc., including all relevant documentation to the project plans as proposed.

2. To avoid potential impacts to the northern long-eared bat (*Myotis septentrionalis*), tree clearing (trees 3" DBH or greater) shall only occur between October 1 and March 31 of any construction year.
3. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Kane/DuPage Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.
 - a. You shall schedule a preconstruction meeting with the SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site. You shall contact the SWCD at least 10 calendar days prior to the preconstruction meeting so that a representative may attend.
 - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
 - c. Prior to commencement of any in-stream work, you shall submit construction plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
4. Under no circumstances shall the Contractor prolong final grading and shaping so that the entire project can be permanently seeded at one time. Permanent stabilization within the wetland and stream buffers identified in the plans shall be initiated immediately following the completion of work. Final stabilization of these areas should not be delayed due to utility work to be performed by others.
5. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction.
6. This site is within the aboriginal homelands of several American Indian Tribes. If any human remains, Native American cultural items falling under the Native American Graves Protection and Repatriation Act (NAGPRA), or archaeological evidence are discovered during any phase of this project, interested Tribes request immediate consultation with the entity of jurisdiction for the location of discovery. In such case, please contact Ms. Kimberly Kubiak by telephone at 312-846-5541, or email at kimberly.j.kubiak@usace.army.mil.

7. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
8. A copy of this authorization must be present at the project site during all phases of construction.
9. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
10. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions.

This office is in receipt of a letter from the Blackberry Creek Headwaters Wetland Mitigation Bank confirming your purchase of 0.693 certified mitigation credits.

The authorization is without force and effect until all other permits or authorizations from local, state, or other Federal agencies are secured. Please note that IEPA has issued Section 401 Water Quality Certification for this RP. These conditions are included in the enclosed fact sheet. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Ms. Kimberly Kubiak of my staff by telephone at 312-846-5541, or email at kimberly.j.kubiak@usace.army.mil.

Sincerely,

Keith L. Wozniak
Chief, West Section
Regulatory Branch

Enclosures

Copy Furnished:

Illinois Department of Natural Resources/OWR (Gary Jereb)

Kane County Division of Environmental Management (Ken Anderson, Jodie Wollnik)

Kane/DuPage SWCD (Ashley Curran)

Village of Sugar Grove (Brent Eichelberger)

WBK Engineering, LLC (Natalie Paver)



PERMIT COMPLIANCE

CERTIFICATION

Permit Number: LRC-2010-638
Permittee: Carl Schoedel
Kane County Division of Transportation
Date: July 27, 2016

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.¹

PERMITTEE

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers
Chicago District, Regulatory Branch
231 South LaSalle Street, Suite 1500
Chicago, Illinois 60604-1437

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

¹ If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.



US Army Corps of Engineers®
Chicago District

**GENERAL CONDITIONS
APPLICABLE TO THE 2012
REGIONAL PERMIT PROGRAM**

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

1. The applicant shall not cause:
 - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
 - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - c) interference with water use practices near public recreation areas or water supply intakes;
 - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
4. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of (1) one or more acres, total land area. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, <http://aiswcd.org/IUM/index.html>).
6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
 - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
 - b) excavation and backfilling are done under dry conditions.
10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 II. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Ill. Adm. Code 404.101.

12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. Threatened and Endangered Species - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois.
<http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html>

3. Historic Properties - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the District with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the District, the non-Federal applicant shall not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, IL 62701-1507
(217) 782-4836
www.illinoishistory.gov

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. Soil Erosion and Sediment Control - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (<http://aiswcd.org/IUM/index.html>). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

Kane-DuPage SWCD
2315 Dean Street, Suite 100
St. Charles, IL 60174
(630) 584-7961 ext.3
www.kanedupageswcd.org

McHenry-Lake County SWCD
1648 South Eastwood Dr.
Woodstock, IL 60098
(815) 338-0099 ext.3
www.mchenryswcd.org

North Cook SWCD
899 Jay Street
Elgin, IL 60120
(847) 468-0071
www.northcookswcd.org

Lake County SMC
500 W. Winchester Rd, Suite 201
Libertyville, IL 60048
(847) 377-7700
www.lakecountyl.gov/stormwater

5. Total Maximum Daily Load - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/

6. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR
2050 Stearns Road
Bartlett, IL 60103
(847) 608-3100
<http://dnr.state.il.us/owr/>

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

7. Navigation - No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
8. Proper Maintenance - Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.
9. Aquatic Life Movements - No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.
10. Equipment - Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.
11. Wild and Scenic Rivers - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.
12. Tribal Rights - No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.
13. Water Supply Intakes - No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
14. Shellfish Production - No discharge of dredged or fill material may occur in areas of concentrated shellfish production.
15. Suitable Material - No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.
16. Spawning Areas - Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.
17. Obstruction of High Flows - Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.
18. Impacts From Impoundments - If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.
19. Waterfowl Breeding Areas - Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.
20. Removal of Temporary Fills - Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.
21. Mitigation - All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed. Methods of providing compensatory mitigation include aquatic resource restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx

22. Notification - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf. If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology (www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg_supp.aspx) and generally conducted during the growing season.* Our wetland delineation standards are available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf. For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm, 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

* If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a “no effect” determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have “no effect” or “may effect” on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR’s Ecological Compliance Assessment Tool (EcoCAT) at the following website: <http://dnrecocat.state.il.us/ecopublic/>. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: www.illinoishistory.gov/PS/rcdocument.htm .
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- l. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

23. Compliance Certification - Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District’s authorization, including any general or specific conditions; b) a statement that any required mitigation was completed in accordance with the permit conditions and; c) the signature of the permittee certifying the completion of the work and mitigation.

24. Multiple use of Regional Permits - In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.

25. Other Restrictions - Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by:

//ORIGINAL SIGNED//
Frederic A. Drummond, Jr.
Colonel, U.S. Army
District Commander

February 24, 2012
Date

3. TRANSPORTATION PROJECTS

RP3 authorizes the construction or replacement of public transportation projects, including roads, bridges, runways and taxiways, and railroads. Authorization under RP3 is subject to the following requirements which shall be addressed in writing and submitted with the notification:

- a. The impact to waters of the U.S. shall not exceed 0.25 acres for any single crossing. For projects that involve multiple crossings of waters of the U.S., the cumulative impact cannot exceed 1.0 acre. For purposes of this RP only, a single crossing is defined as an act or instance of crossing over, or an activity that facilitates transportation from one side to the other.
- b. For projects that impact greater than 0.10 acres of waters of the U.S., the permittee is required to provide compensatory mitigation.
- c. Projects that impact no more than 0.5 acres of waters of the U.S. and do not impact high-quality aquatic resources will be processed under Category I.
- d. Projects that impact over 0.5 acres up to 1.0 acre of waters of the U.S., impact a high quality aquatic resource, or cross a Section 10 Waterway (www.lrc.usace.army.mil/Missions/Regulatory/NavigableWaters.aspx), will be processed under Category II.
- e. The discharge shall be limited to the minimum width necessary to complete the authorized work.
- f. Crossings of waterways and/or wetlands shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows. They shall be designed so as not to impede low water flows or the safe passage of fish and aquatic organisms. Additional guidance for the planning and installation of stream crossings can be found at: www.fws.gov/midwest/Fisheries/StreamCrossings/index.htm . Additional conditions may be required for streams determined to be a high quality fisheries resource such as designing the bottom of the culvert to include "roughness" to reduce flow velocities. "Roughness" can include cemented-in stone, baffles, or the placement of rock along the bottom of the culvert and/or along the culvert wall. Embedding the culvert to a depth of greater than 12 inches may also be required.
 - 1) An alternatives analysis shall be prepared for perennial stream crossings where a culvert is proposed. The analysis shall document why the use of an arch-span, bottomless culvert or bridging would not be a practicable alternative. If use of a multi-barrel pipe culvert is proposed, document why a single box-culvert system cannot be used.
 - 2) For culverts, the upstream and downstream invert shall be embedded 6 to 12 inches below the streambed elevation. This will allow the natural substrate to colonize the structure's bottom, encourage fish movement and maintain the existing channel slope. Culvert slope should match adjacent elevations. The width of the base flow culvert shall be approximately equal to the average channel width to promote the safe passage of fish and other aquatic organisms. Culvert(s) shall not permanently widen /constrict the channel or reduce/increase stream depth. Multiple pipe culverts may not be used to receive base flows.
- g. The permittee shall clearly label the construction drawings to include existing and proposed grading contours, all structures associated with the installation of the crossing such as wing walls, rock and concrete protection measures, existing and proposed utilities lines, outfalls and associated structures. A detailed narrative shall accompany the construction plans and describe all work to be performed as indicated on the plans.

- h. All in-stream work, such as the installation of cofferdams or water diversion devices, the removal of accumulated sediments, and any demolition work, shall be clearly labeled on the construction drawings and explained in detail in project narrative.
- i. If dewatering of the site is required in order to perform work in waterways, the site shall be dewatered for work in the dry and dewatering shall be temporary only. No in-stream work will be authorized unless soil erosion and sediment control measures are deemed acceptable by the District.
- j. All temporary construction activities shall adhere to the requirements of items c through i of Regional Permit 7 (Temporary Construction Activities) and shall be addressed in writing and submitted with the notification.
- k. This permit shall not be used to authorize structural bank stabilization methods such as retaining walls, gabion baskets, riprap, etc., other than those structures necessary to assure the integrity of the stream and stream bank immediately adjacent to the crossing.
- l. The permittee shall establish and maintain a protective upland buffer composed of native plants (or other appropriate vegetation approved by the District) within the right-of-way adjacent to all waters of the U.S.
- m. The project shall employ permanent Best Management Practices (BMPs) to protect water quality, preserve natural hydrology and minimize the overall impacts of the project on aquatic resources. BMPs shall be considered at the earliest planning stages of the project.

The applicant shall design the project to include the avoidance of natural resource features such as floodplains, streams, lakes, significant wildlife areas, wetlands, and drainageways. To the greatest extent possible, the activity should be designed such that surface water does not directly discharge into waters of the U.S.

BMPs may be used independently or in concert to achieve the required water quality enhancement and resource protection. Water should be infiltrated or detained and treated prior to discharging into waters of the U.S. Possible BMPs include, but are not limited to: native vegetated swales, bioswales, rain gardens, filter strips, infiltration trenches, naturalized detention basins, and permeable pavement.

A written narrative shall be included with the notification which describes how the water quality protection practices were selected for the project site. The narrative shall thoroughly describe the BMPs that will be utilized. A management and monitoring plan will be required on a case-by-case basis and shall include performance standards such as the BMPs ability to function as designed, percent coverage of vegetation, stabilization of soils, and corrective measures to bring areas into compliance.

- n. This permit specifically excludes discharges into jurisdictional areas for the construction associated with building pads or equipment storage areas.
- o. For a project site adjacent to a conservation area, the permittee shall request a letter from the organization responsible for management of the area. The response letter should identify recommended measures to protect the area from impacts that may occur as a result of the development. A copy of the request and any response received from the organization shall be submitted to the District with the notification.
- p. This permit cannot be used to authorize the installation of road crossings associated with residential, commercial or institutional developments.

7. TEMPORARY CONSTRUCTION ACTIVITIES

RP7 authorizes temporary structures and discharges necessary for construction activities, access fills and dewatering of construction sites. Authorization under RP7 is subject to the following requirements which shall be addressed in writing and submitted with the notification:

- a. All projects will be processed under Category I.
- b. The temporary impact to waters of the U.S. shall not exceed 0.25 acres.
- c. Fill shall be composed of non-erodible materials and be constructed to withstand expected high flows.
- d. Low ground-pressure equipment is recommended for work in wetlands. However, after careful consideration, if the District accepts a proposal to use heavy equipment to accomplish the work, the placement of timber mats or other protective measures shall be utilized to minimize soil disturbance.
- e. All materials used for temporary construction activities shall be moved to an upland area immediately following completion of the construction activity.
- f. The permittee is required to restore the construction area to pre-construction conditions including grading to original contours and revegetating disturbed areas with appropriate native vegetation immediately upon completion of the project. A restoration plan shall be submitted with the notification. A 1-foot contour topographic map of the project area may be required on a case-by-case basis.
- g. This permit does not authorize the use of earthen cofferdams or other practices that would result in a release of sediment into waters of the U.S. Cofferdams shall be constructed of non-erodible materials only. Acceptable practices include, but are not limited to: pre-fabricated rigid cofferdams, sheet piling, inflatable bladders, sandbags and fabric-lined basins.
- h. For projects that require installation and operation of a cofferdam, the cofferdam method and a detailed construction sequence shall be specified in the project narrative, and clearly labeled on the construction plans. Please see our website at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/cofferdam.pdf for "Requirements for In-Stream Construction Activities".
- i. The following requirements will be adhered to for any project requiring in-stream work and shall be incorporated into the soil erosion and sediment control plans for the project:
 - 1) Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are at or below the normal water elevation.
 - 2) Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
 - 3) The cofferdam must be constructed from the upland area and no equipment may enter the water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
 - 4) If bypass pumping is necessary, the intake hose shall be placed on a stable surface or floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of

bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.

- 5) During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water shall not result in a visually identifiable degradation of water clarity.
- 6) The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or pre-construction conditions and fully stabilized prior to accepting flows.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Regulated Floodway Construction Permit Approval

County of Kane

Location: Bliss Road over Blackberry Creek

Section No.: 08-00058-02-BR

Project No.: BHOS-0089(126)

Job No.: C-91-162-09

File No.: 457

Existing Structure No.: 045-3006

Proposed Structure No.: 045-3030

Kane County

July 20, 2012

Mr. Carl Schoedel
County Engineer
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

Dear Mr. Schoedel:

Attached is the Regulated Floodway Construction Permit No. DIL-12-007 for the above-referenced project authorizing the construction of Bliss Road over Blackberry Creek.

The project consists of construction of a Steel Wide Flange (Composite) bridge structure to replace the existing structure at the same location. The proposed structure length is 83'-8" back to back of abutments. There is one proposed span with length 81'-2". The proposed low beam elevation is 687.83. The proposed skew angle is 0. This project is located in Section 9, Township 38 North, Range 7 East of 3rd Principal Meridian.

This Permit grants permission to the County to only perform construction activities in a floodway.

If you have any questions or need additional information, please contact Kevin Stallworth, Acting Field Engineer, at (847) 705-4169 or via email at Kevin.Stallworth@Illinois.gov.

Very truly yours,

John Fortmann, P.E.
Acting Deputy Director of Highways,
Region One Engineer

By: 
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

RECEIVED

JUL 31 2012

Willis Burke Kelsey Associates

Attachments

cc: John Witte, Willis Burke Kelsey Associates w/att.

STATE OF



ILLINOIS

Permit No.: DIL-12-007

Department of Transportation

Division of Highways
2300 South Dirksen Parkway
Springfield, IL 62764

REGULATED FLOODWAY CONSTRUCTION PERMIT
RIVERS, LAKES AND STREAMS ACT "615 ILCS 5"

PERMISSION IS HEREBY GRANTED TO: Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

FOR CONSTRUCTION OF : A Steel Wide Flange (Composite) bridge structure to replace the existing
structure along Bliss Road over Blackberry Creek. The proposed structure length is 83'-8" back to back
of abutments. There is one proposed span with length 81'-2". The proposed low beam elevation is
687.83. The proposed skew angle is 0. The project is located in Section 9, Township 38 North, Range 7
East of 3rd Principal Meridian, Kane County, as part of Section Number 08-00058-02-BR, Structure 045-
3030.

IN ACCORDANCE WITH THE Application and Plan
DATED July 10, 2012 AND MADE A PART HEREOF, AND SUBJECT TO THE
TERMS SHOWN ON THE BACK HEREOF AND THE SPECIAL CONDITIONS ATTACHED
HERETO AS EXHIBIT.

EXAMINED AND APPROVED

[Signature]

REGIONAL ENGINEER/CENTRAL BUREAU CHIEF

7/11/12

DATE

THIS PERMIT is subject to the following conditions:

(a) This permit is granted in accordance with Rivers, Lakes And Streams Act "615 ILCS 5".

(b) This permit does not convey title to the permittee or recognize title of the permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to the permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.

(c) This permittee does not release the permittee from liability for damage to persons or property resulting from the work covered by this permit, and does not authorize any injury to private property or invasion of private rights.

(d) This permit does not relieve the permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if the permittee is required by law to obtain approval from any federal agency to do the work, this permit is not effective until the federal approval is obtained.

(e) The permittee shall, at his own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project, from floodway, river, stream or lake in which the work is done. If the permittee fails to remove such structures or materials, the state may have removal made at the expense of the permittee. If future need for public navigation or public interest of any character, by the state or federal government, necessitates changes in any part of the structure or structures, such changes shall be made by and at the expense of the permittee or his successors as required by the Department of Transportation or other properly constituted agency, within sixty (60) days from receipt of written notice of the necessity from the Department or other agency, unless a longer period of time is specifically authorized.

(f) The execution and details of the work authorized shall be subject to the supervision and approval of the Department. Department personnel shall have right of access to accomplish this purpose.

(g) Starting work on the construction authorized will be considered full acceptance by the permittee of the terms and conditions of the permit.

(h) The Department in issuing this permit has relied upon the statements and representations made by the permittee; if any statement or representation made by the permittee is found to be false, the permit may be revoked at the option of the Department; and when a permit is revoked all rights of the permittee under the permit are voided.

(i) If the project authorized by this permit is located in or along Lake Michigan or a meandered lake, the permittee and his successors shall make no claim whatsoever to any interest in any accretions caused by the project.

(j) In issuing this permit, the Department does not approve the adequacy of the design or structural strength or the structure or improvement.

(k) Noncompliance with the conditions stated herein will make this permit void.

(l) If the work permitted is not initiated on or before six years from the date of issuance as shown on the front of this form, this permit shall be void.

RECEIVED

JUL 31 2012

Wills Burke Kelsey Associates

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
1021 North Grand Avenue, East; Post Office Box 19276; Springfield, IL 62794-9276

Division of Public Water Supplies

Telephone 217/782-1724

PUBLIC WATER SUPPLY CONSTRUCTION PERMIT

SUBJECT: SUGAR GROVE (Kane County – 0890850)

Permit Issued to:
Village President and Board of Trustees
601 Heartland Dr.
Sugar Grove, IL 60554

PERMIT NUMBER: 1203-FY2016

DATE ISSUED: July 29, 2016
PERMIT TYPE: Water Main

The issuance of this permit is based on plans and specifications prepared by the engineers/architects indicated, and are identified as follows. This permit is issued for the construction and/or installation of the public water supply improvements described in this document, in accordance with the provisions of the "Environmental Protection Act", Title IV, Sections 14 through 17, and Title X, Sections 39 and 40, and is subject to the conditions printed on the last page of this permit and the ADDITIONAL CONDITIONS listed below.

FIRM: WBK Engineering, LLC
NUMBER OF PLAN SHEETS: 7
TITLE OF PLANS: "Bliss Road over Blackberry Creek Bridge Replacement"

PROPOSED IMPROVEMENTS:

Install 90 lineal feet of 6-inch water main and 1,128 lineal feet of 12-inch water main.

ADDITIONAL CONDITIONS:

1. A lead informational notice must be given to each property owner or occupant affected by this water main replacement project, where the water service line or premise plumbing may have been installed prior to June 19, 1986. This is the effective date of the prohibition on use of pipe or pipe fittings containing more than 8 percent lead and on the use of solder or flux containing more than 0.2 percent lead. Enclosed is suggested language for the notice. A copy of the notice used must be submitted to the Agency with the Application for Operating Permit.
2. All water main shall be satisfactorily disinfected prior to use. In accordance with the requirements of AWWA C651-05, at least one set of samples shall be collected from every 1,200 feet of new water main plus one set from the end of the line and at least one set from each branch. Satisfactory disinfection shall be demonstrated in accordance with the requirements of 35 Ill. Adm. Code 652.203.

STANDARD CONDITIONS FOR CONSTRUCTION/DEVELOPMENT PERMITS
ISSUED BY THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The Illinois Environmental Protection Agency Act (Illinois Compiled Statutes, Chapter 111-1/2, Section 1039) grants the Environmental Protection Agency authority to impose conditions on permits which it issues.

These standard conditions shall apply to all permits which the Agency issues for construction or development projects which require permits under the Division of Water Pollution Control, Air Pollution Control, Public Water Supplies and Land and Noise Pollution Control. Special conditions may also be imposed by the separate divisions in addition to these standard conditions.

1. Unless this permit has been extended or it has been voided by a newly issued permit, this permit will expire one year after this date of issuance unless construction or development on this project has started on or prior to that date. (See below)
2. The construction or development of facilities covered by this permit shall be done in compliance with applicable provisions of Federal laws and regulations, the Illinois Environmental Protection Act, and Rules and Regulations adopted the Illinois Pollution Control Board.
3. There shall be no deviations from the approved plans and specifications unless a written request for modification of the project, along with plans and specifications as required, shall have been submitted to the Agency and a supplemental written permit issued.
4. The permittee shall allow any agent duly authorized by the Agency upon the presentation of credentials:
 - a. to enter at reasonable times the permittee's premises where actual or potential effluent, emission or noise sources are located or where any activity is to be conducted pursuant to this permit.
 - b. to have access to and copy at reasonable times any records required be kept under the terms and conditions of this permit.
 - c. to inspect at reasonable times, including during any hours of operation of equipment constructed or operated under this permit, such equipment or monitoring methodology or equipment required to be kept, used, operated, calibrated and maintained under this permit.
 - d. to obtain and remove at reasonable times samples of any discharge or emission of pollutants.
 - e. to enter at reasonable times and utilize any photographic, recording, testing, monitoring or other equipment for the purpose of preserving, testing, monitoring, or recording any activity, discharge, or emission authorized by this permit.
5. The issuance of this permit:
 - a. shall not be considered as in any manner affecting the title of the permits upon which the permitted facilities are to be located;
 - b. does not release the permittee from any liability for damage to person or property caused by or resulting from the construction, maintenance, or operation of the proposed facilities;
 - c. does not release the permittee from compliance with the other applicable statutes and regulations of the United States, of the State of Illinois, or with applicable local laws, ordinances and regulations;
 - d. does not take into consideration or attest to the structural stability of any units or parts of the project;
 - e. in no manner implies or suggests that the Agency (or its officers, agents or employees) assumes any liability directly or indirectly for any loss due to damage, installation, maintenance, or operation of the proposed equipment or facility.
6. These standard conditions shall prevail unless modified by special conditions.
7. The Agency may file a complaint with Board of modification, suspension or revocation of a permit:
 - a. upon discovery that the permit application misrepresentation or false statements or that all relevant facts were not disclosed; or
 - b. upon finding that any standard or special conditions have been violated; or
 - c. upon any violation of the Environmental Protection Act or any Rules or Regulation effective thereunder as a result of the construction or development authorized by this permit.

For Division of Public Water Supply Construction Permits, construction on this project, once started, may continue for four years before this permit expires. A request for extension shall be filed at least 90 day prior to the permit expiration date.

Lead Informational Notice

IMPORTANT INFORMATION ABOUT YOUR DRINKING WATER

Dear Water Customer:

Today's Date: _____

Our water system will soon begin a water line maintenance and/or construction project that may affect the lead content of your potable water supply. Lead, a metal found in natural deposits, is harmful to human health. The most common exposure to lead is swallowing or breathing in lead paint chips and dust. However, lead in drinking water can also be a source of lead exposure. In the past, lead was used in some water service lines and household plumbing materials. Lead in water usually occurs through corrosion of plumbing products containing lead; however, disruption (construction or maintenance) of lead service lines may also temporarily increase lead levels in the water supply. This disruption may be sometimes caused by water main maintenance/replacement. As of June 19, 1986, new or replaced water serviced lines and new household plumbing materials could not contain more than 8% lead. Lead content was further reduced on January 4, 2014, when plumbing materials must now be certified as "lead-free" to be used (weighted average of wetted surface cannot be more than 0.25% lead).

The purpose of this notice is for informational purposes only. While it's not known for certain whether or not this particular construction project will adversely affect the lead (if present) plumbing in and outside your home, below describes some information about the project and some preventative measures you can take to help reduce the amount of lead in drinking water.

Project Start Date: _____ Project expected to be completed by: _____

Project location and description:

What you can do to reduce lead exposure in drinking water during this construction project:

Run your water to flush out lead. If the plumbing in your home is accessible; you may be able to inspect your own plumbing to determine whether or not you have a lead service line. Otherwise, you will most likely have to hire a plumber.

- If you do not have a lead service line, running the water for 1 – 2 minutes at the kitchen tap should clear the lead from your household plumbing to the kitchen tap. Once you have done this, fill a container with water and store it in the refrigerator for drinking, cooking, and preparing baby formula throughout the day.
- If you do have a lead service line, flushing times can vary based on the length of your lead service line and the plumbing configuration in your home. The length of lead service lines varies considerably. Flushing for at least 3 – 5 minutes is recommended.

Use cold water for drinking, cooking, and preparing baby formula. Do not cook with or drink water from the hot water tap; lead dissolves more easily into hot water. Do not use water from the hot water tap to make baby formula.

Look for alternative sources or treatment of water. You may want to consider purchasing bottled water or a water filter that is certified to remove "total lead".

Clean and remove any debris from faucet aerators on a regular basis.

Do not boil water to remove lead. Boiling water will not reduce lead.

Purchase lead-free faucets and plumbing components.

Remove the entire lead service line.

Test your water for lead. Call us at: _____ to find out how to get your water tested for lead. While we do not do the testing, we can provide a list of laboratories certified to do the testing. Laboratories will send you the bottles for sample collection. Please note that we are not affiliated with the laboratories and they will charge you a fee.

- If test results indicate a lead level above 15 ug/L, bottled water should be used by pregnant women, breast-feeding women, young children, and formula-fed infants.

August 2, 2016

Mr. Mike Zakosek P.E.
Kane County Division of Transportation
41W011 Burlington Road
St Charles, IL 60175

RE: Bliss Road over Blackberry Creek
Kane County Stormwater Report Submittal- Independent Review
WBK Project # 13-0282

Dear Mr. Zakosek:

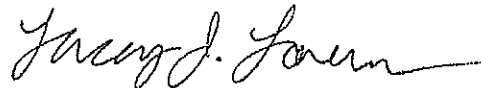
WBK Engineering, LLC has prepared a Kane County Stormwater Management Application for the replacement of Bliss Road Bridge over Blackberry Creek in a report dated August 2, 2016. A part of WBK's Quality Assurance plan, WBK has performed an independent technical review of the stormwater permit application to verify that it meets the requirements of the latest edition of the Kane County Stormwater Ordinance.

We find the application meets the requirements of the Ordinance and recommend approval of the Application.

Sincerely,



Scott Randall P.E., CFM
Senior Engineer
Kane County Qualified Review Specialist #E-113

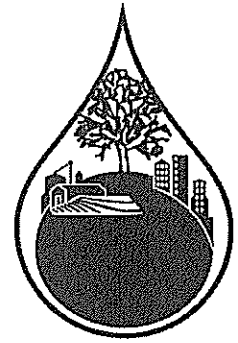


Lacey Lawrence RLA, LEED AP
Landscape Architect
Kane County Qualified Wetland Review
Specialist W092

Cc: file

W:\Projects\2013\130282 Bliss Phil\projectmgt\Permits\KaneStormwater\selfcertification letter.docx

Kane – DuPage Soil & Water Conservation District



July 21, 2015

Natalie Paver
Wills Burke Kelsey Associates Ltd.
116 West Main Street, Suite 201
St. Charles, IL 60174

Corps Number: LRC 2010 00 638
KDSWCD File: 15e032
Final Plan Set Dated: 6.1.2015
KDSWCD Approved: 7.21.2015

Dear Ms. Paver:

I received your revised soil erosion and sedimentation control plan submittal for the Bliss Road over Blackberry Creek project located in Sugar Grove, Illinois. Thank you for incorporating our comments into the plan, it will improve the quality of protection for the natural resources, both on and off site. This letter and a set of stamped plans located at the construction office on site, will serve to certify that the erosion and sediment control plans meet Technical Standards.

I will visit the site several times during the course of construction to assess compliance with the specifications and will be glad to address specific issues that may arise during the course of construction.

Sincerely,

Candice Jacobs, CPESC
Resource Conservationist
Kane-DuPage Soil and Water Conservation District

ECC: Kim Kubiak, USACE

2315 Dean Street, Suite 100

St. Charles, Illinois 60175

(630) 584-7961x3

Fax: (630) 584-9534

www.kanedupageswcd.org

All programs and services of the Kane-DuPage SWCD are offered on a nondiscriminatory basis, without regard to race, color, national origin, religion, sex, marital status, or handicap.



Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Bliss Road Bridge Replacement Office Phone Number, if available: 630-584-1170

Physical Site Location (Street, Road): Bliss Road from Capitol Drive extending 1550' north

City: Sugar Grove State: IL Zip Code: _____

County: Kane Township: Sugar Grove

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.780117 Longitude: -88.439863
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

IEPA Site Number(s), if assigned: _____ BOL: None BOW: None BOA: None

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Kane County Division of Transportation

Name: SAME

Street Address: 41W011 Burlington Road

Street Address: _____

PO Box: _____

PO Box: _____

City: St. Charles State: IL

City: _____ State: _____

Zip Code: 60175 Phone: 630-584-1170

Zip Code: _____ Phone: _____

Contact: Carl Schoedel, P.E.

Contact: _____

Email, if available: schoedelcarl@co.kane.il.us

Email, if available: _____

Project Name: Bliss Road Bridge Replacement
Latitude: 41.780117 Longitude: -88.439863
(Decimal Degrees) (-Decimal Degrees)

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 166

See attached PESA report for WBK Engineering dated June 28, 2013. Source project site is a rural road with combination open ditches and storm sewer system running through wooded and open forest preserve land. Review of historical aerial photos and topo maps dating back to 1939 indicate that the properties adjacent to the source site were undeveloped and farm land. The EDR Radius Map Report did not identify the site on any reviewed environmental databases. Site reconnaissance of the project site did not identify any of the above listed environmental concerns.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 5

See attached report for TSC job# L-82,538. Samples B-101, B-102 and B-103 were collected from the source site and analyzed for pH by First Environmental Laboratories, Inc., an ELAP/NELAC certified laboratory. The analytical results, dated May 12, 2015, indicate that the pH of the soil is 8.43, 8.90 and 8.14, respectively, which is within the acceptable range between 6.25 and 9.0.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I CARL SCHOEDEL (owner, operator or authorized representative of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

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
- Owner's Duly Authorized Representative
- Operator
- Operator's Duly Authorized Representative

CARL SCHOEDEL
Printed Name
[Signature]
Signature

5-13-2016
Date



TESTING SERVICE CORPORATION

Corporate Office

360 S. Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492
630.653.3920 • Fax 630.653.2726

650 N. Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

1350 TriState Parkway, Unit 122, Gurnee, IL 60031-9135
847.249.6040 • Fax 844.767.4721

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

203 Earl Road, Suite A, Shorewood, IL 60404-9446
815.744.1510 • Fax 815.744.1728

Geotechnical & Environmental Engineering



Construction Materials Engineering & Testing



Laboratory Testing of Soils, Concrete & Asphalt



Geo-Environmental Drilling & Sampling

Report of Soils Explortation

Bliss Road Improvements

Sta. 10+35 to 28+50

Kane County, Illinois

Wills Burke Kelsey Associates, Ltd.

GEOTECHNICAL GROUP



TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. TEXT	
1.0 Introduction	2
2.0 Site Description and Geology.	3
3.0 Precipitation Summary	4
4.0 Field Investigation and Laboratory Testing.	4
5.0 Discussion of Test Data.	6
5.1 Pavement Cores.	6
5.2 Roadway Borings 101 & 102.	7
5.3 Basin Borings 103 - 104.	7
5.4 Groundwater Observations.	8
5.5 Additional Laboratory Testing.	8
6.0 Conclusions and Recommendations.	8
6.1 Subgrade Support Value For Pavement Design.	8
6.2 Topsoil Stripping.	9
6.3 Frost Susceptible Soils.	9
6.4 Guidelines for Subgrade Remediation.	9
6.5 Estimated Quantities for Stripping and Aggregate Fill.	11
6.6 Underdrain Placement.	12
6.7 Basin Construction.	12
7.0 Closure	13
II. APPENDIX	

May 13, 2015

L - 82,534

REPORT SOILS EXPLORATION
BLISS ROAD IMPROVEMENTS
STA. 10+35 TO 28+50
KANE COUNTY, ILLINOIS

PREPARED FOR:
WILLS BURKE KELSEY ASSOCIATES, LTD.
116 WEST MAIN STREET, SUITE 201
ST. CHARLES, ILLINOIS 60174

PREPARED BY:
TESTING SERVICE CORPORATION
457 EAST GUNDERSEN DRIVE
CAROL STREAM, ILLINOIS 60188
(630) 653-3920

May 13, 2015

L - 82,534

REPORT SOILS EXPLORATION
BLISS ROAD IMPROVEMENTS
STA. 10+35 TO 28+50
KANE COUNTY, ILLINOIS

1.0 INTRODUCTION

This report presents results of a soils exploration performed for Bliss Road Improvements in Kane County, Illinois. These geotechnical engineering services are been provided in accordance with TSC Proposal No. 52,350 and the Subconsultant Agreement with Wills Burke Kelsey Associates, Ltd. dated October 24, 2014. TSC previously performed a subsurface exploration for the associated bridge replacement under TSC Project No. L-75,421R with report dated March 1, 2012, limited results of which are incorporated herein.

Current plans call for improvements to Bliss Road (County Highway 78) both north and south of the bridge over Blackberry Creek, i.e. extending north from Capital Drive. The improvements lie between Sta. 10+35 to 28+50 for a total distance of approximately 1815 lf. Bliss Road currently consists of 2 traffic lanes of asphalt pavement, with a left hand turn lane at Capitol Drive. It also has narrow gravel shoulders and open ditch drainage. It is understood that the roadway is to be raised up to 3 feet between Sta. 11+50 to 19+00 as part of the bridge replacement. Minor grade changes are also planned between Sta. 25+00 to 27+00. Plans also include a compensatory storage basin on the west side of Bliss Road just south of Blackberry Creek between approximate Sta. 14+00 to 15+00.

Work performed for this most recent study included performing a total of four (4) soil borings and five (5) pavement cores. This report presents results of the field investigation and laboratory testing and provides recommendations for design and construction of the roadway improvements. Specifically addressed are treatment of unsuitable or unstable subgrade soils, a discussion of the subgrade support characteristics for pavement design as well as compensatory storage basin construction.



2.0 SITE DESCRIPTION AND GEOLOGY

The project site is located in south-east Kane County. Bliss Road crosses Blackberry Creek approximately ¼ mile northeast of Illinois Route 47, bordering the Southeast quadrant of Section 9 and the Northeast quadrant of Section 16 in Sugar Grove Township (T 38 N, R 7 E). The existing roadway and bridge accommodate two lanes of traffic trending southwest to northeast.

Bliss Road is not located over any mapped mines according to the Illinois State Geological Survey. Geologically the project site lies within surficial soil deposits of glacial outwash, being flanked by the St. Charles Moraine to the west and the Marseilles-Huntley Moraine to the east. The outwash soils are part of the Batavia Member of Henry Formation, generally consisting of well-sorted sand and gravel deposited by glacial meltwater streams. Within the floodplain of Blackberry Creek, alluvial deposits consisting of poorly sorted silt and sand often overlie the outwash materials.

The uppermost soils across many portions of this area consist of 1 to 2 feet of wind-blown loess which has been weathered, decomposed and otherwise modified such that it presently consists of a silty clay of relatively high plasticity. Although the outwash plain has moderate relief, peat and soft or organic clay deposits may be found in floodplain areas. Dolomitic limestone bedrock of Silurian age is expected to be overlain by 30 to 50 feet of overburden in the site vicinity.

Included in the Appendix is the Pedological Soil Map for the site as prepared by the Natural Resources Conservation Service. A review of this map indicates areas along the immediate vicinity of the roadway are classified as the following soil types:

- 193 B Mayville Silty Loam, 2 to 5% slopes
- 512 B Danabrook Silt Loam, 2 to 5% slopes
- 512 C2 Danabrook Silt Loam, 5 to 10% slopes
- 527 D2 Kidami Loam, 6 to 12% slopes, eroded
- 618 E Senachwine Silt Loam, 12 to 20% slopes
- 3076 A Otter Silt Loam, 0 to 2% slopes, frequently flooded

The Natural Resources Conservation Service rates the Silt Loam and Silty Clay Loam soils which predominate as Poor road fill material with a "very limited" rating for local roads and streets due to



wetness, low strength, frost action and shrink/swell tendencies. There were no mapped areas of organic "muck" type deposits within the project limits.

3.0 PRECIPITATION SUMMARY

The borings were drilled during the month of April 2015. Observations made of precipitation during the six months preceding our field work are summarized in the following tables. These observations were obtained at the Chicago Aurora Municipal Airport weather station located approximately 2 miles west of the site.

Precipitation Data (in inches)		
Month	Total	Departure From Normal
October, 2014	2.33	-0.8
November, 2014	1.15	-2.0
December, 2014	0.71	-1.3
January, 2015	0.68	-0.8
February, 2015	0.06	-1.6
March, 2015	0.42	-1.8

Based on the above data, it is anticipated that groundwater levels and soil moisture for the borings were most likely below the normal seasonal conditions due to lower than normal precipitation during the months preceding the drilling of the borings.

4.0 FIELD INVESTIGATION AND LABORATORY TESTING

Four (4) soil borings and five (5) pavement cores were performed as part of this exploration for Bliss Road. The subgrade borings 101 and 102 were extended to 10 feet below existing grade, with Borings 103 and 104 made 15 feet deep for the proposed compensatory storage basin. The boring locations were selected and marked in the field by TSC. Ground surface elevations at the borings were provided by Willis Burke Kelsey Associates. Reference is made to the enclosed Boring Location Plan for the drilling layout, ground surface elevations at the borings also being shown.



The pavement cores taken along Bliss Road and Capitol Drive were obtained using a 4" diameter core barrel with an impregnated diamond matrix bit. Granular base course materials and upper subgrade materials were then sampled continuously using a Geoprobe system by driving a split-spoon sampler to a depth of approximately 3 feet below the top of pavement. The core holes were immediately backfilled and patched to preclude possible hazards to the public.

The pavement cores and aggregate samples were examined by a construction materials technician in the laboratory. These detailed results are shown on the attached sheet titled "Pavement Core Results". Bituminous layers are listed individually, including average thickness and condition comments. Total asphalt and base course thicknesses are also given, rounded to the nearest ¼" and 1", respectively. These results of the subgrade samples are summarized in the attached sheet titled "Subgrade Test Results" with the subgrade description and laboratory test data.

The soil borings were all drilled and samples tested according to currently recommended American Society for Testing and Materials specifications. The subgrade borings were sampled continuously to 5 feet and at no greater than 2½-foot intervals thereafter. The remaining borings were sampled at 2½-foot intervals to boring completion depths. The soil samples were taken in conjunction with the Standard Penetration Test, for which driving resistance to a 2" split-spoon sampler (N value in blows per foot) provides an indication of the relative density of granular materials and consistency of cohesive soils. Water level readings were taken during and following completion of drilling operations, with the boreholes then immediately backfilled and those in pavement areas patched at the surface as to not to pose a hazard to the public.

All soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the Unified and AASHTO Soil Classification Systems. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types along with dry unit weight determinations on cohesive fill. An estimate of unconfined compressive strength was obtained for all cohesive soils using a calibrated pocket penetrometer, with actual measurements of unconfined compressive strength performed on representative samples of native clay.

For classification purposes and to verify field identifications, one (1) Atterberg limit test and one (1) grain-size analysis were performed on a representative subgrade sample. Results of these tests are summarized on Soil Test Data Sheets which are included in the Appendix.



Reference is made to the boring logs in the Appendix of this report which indicate subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Definitions of descriptive terminology are also included. The Soil Test Data sheets are attached giving results of laboratory testing. While strata changes are shown as a definite line on the logs, the actual transition between soil layers will probably be more gradual.

5.0 DISCUSSION OF TEST DATA

5.1 Pavement Cores

Capitol Drive

Core 201 was taken along Capitol Drive, approximate 80' right of the centerline of Bliss Road. The core revealed 12.5 inches bituminous pavement overlying 8 inches granular base course materials. Examination of the asphalt core sample revealed it was comprised of 2 bituminous surface and 2 binder courses. The subgrade soils found directly underlying the pavement section consisted of Sandy Loam materials.

Bliss Road

Cores 202 - 205 were taken along Bliss Road typically, revealing 10½ to 15½ inches bituminous pavement with approximately 6 inches found at C-203. Cores 204 and 205 were found overlying 7 to 12 inches granular base course materials which were absent at Cores 202 and 203.

Examination of the asphalt core samples revealed that the upper portion of the cores were comprised of 3 to 6 bituminous surface courses as well as a binder course in C-202. The bottom portion of the cores were comprised of 1 to 2 emulsified bituminous courses, with 1 to 2 layers of chip and seal in Cores 202, 204 and 205. It should be noted that a surface course in C-203 was in a deteriorated condition, with the emulsified bituminous concrete and chip and seal in Cores 202 and 204 being in a partially deteriorated condition. It should also be noted that the upper bituminous layers were occasionally not bonded in C-205.

The subgrade soils found directly underlying the pavement section in Cores 202 and 203 consisted of Sandy Loam. The subgrade soils found directly underlying the pavement section at Cores 204 and 205 consisted of Clay soils in a stiff condition. The cohesive soils had pocket penetrometer readings on the



order of 1.0 tons per square foot (tsf), with moisture contents of 22 and 35 percent, at Cores 20 and 205, respectively.

5.2 Roadway Borings 101 & 102

Boring 101 was drilled along Bliss Road, revealing on the order of 8 inches bituminous concrete, overlying approximately 4 inches granular base materials. This pavement thickness was estimated from the disturbed side of the augered borehole and should be considered approximate. Boring 102 was drilled along the gravel shoulder of Bliss Road and encountered approximately 6 inches sand and gravel at the surface.

Clay and Sandy Loam Fill materials were found underlying the pavement section and/or gravel shoulder in the borings, extending on the order of 3 feet below existing grade. The sample of cohesive Fill had a dry unit weight of 107 pounds per cubic foot (pcf) at a moisture content of 19 percent. It also had a low pocket penetrometer reading (for fill) of 1.5 tsf.

Medium stiff to very stiff native Clay and Clay Loam soils otherwise predominated below the Fill materials in Borings 101 and 102, extending on the order of 8 feet below existing grade. They exhibited unconfined compressive strengths ranging from 0.75 to 2.5 tsf at moisture contents varying from 17 to 26 percent. Medium dense Sandy Loam materials were found below the cohesive materials in the borings, extending to boring completion depth (10 feet deep). They exhibited SPT N-values ranging from 14 to 16 blows per foot (bpf).

5.3 Basin Borings 103 & 104

Surficial topsoil (native and/or fill) was on the order of 6 inches thick at Borings 103 and 104. Clay Fill materials were found underlying the clayey topsoil materials in B-104, extending on the order of 2 feet below existing grade. The sample of cohesive Fill had a dry unit weight of 109 pcf at a moisture content of 19 percent. It also had a low pocket penetrometer reading (for fill) of 1.5 tons per square foot (tsf).

Very stiff native Clay soils were found below the topsoil layer in B-103, extending 2 feet deep. It had unconfined compressive strength of 3.0 tsf at a moisture content of 16 percent. Sand, Sandy Loam



and Silty Loam materials in a medium dense condition were otherwise found extending to boring completion depths (15 feet deep). They had SPT N-values ranging from 10 to 23 blows per foot (bpf).

5.4 Groundwater Observations

Free water was initially encountered at a depth of 8 to 13 feet below existing grade in Borings 103 and 104. Upon completion of drilling operations, the water level B-104 had remained constant while rising 3 feet in B-103. Borings 101 and 102 were "dry" both during and upon completion of drilling operations. Please note that 24 hour water level observations were not taken for this study due to "open hole" hazards and concerns for public safety. The actual phreatic surface may have been intercepted by some borings even though "dry" groundwater observations were made.

5.5 Additional Laboratory Testing

One (1) Atterberg limit determinations and one (1) grain size analysis were performed on cohesive materials encountered in the upper 3 feet at Boring 101. The Sandy Loam soils revealed a Liquid Limit of 25, Plastic Limit of 15 and Plasticity Index of 10.

6.0 CONCLUSIONS AND RECOMMENDATIONS

6.1 Subgrade Support Value for Pavement Design

Included in the Appendix is a Subgrade Support Rating (SSR) chart where one (1) representative soil sample obtained from the upper subgrade has been plotted. It plotted within the "Poor" rating. Based on this result and subgrade soils generally encountered in the remaining borings, it is recommended that an SSR rating of "Poor" be used for all areas of this project.

Work performed for this preliminary study did not include performing any IBR tests on representative subgrade samples. However, the IBR value used for pavement design is typically based on the worst soil type (lowest IBR) within the limits of the project. Based on the data obtained from the subgrade borings, an IBR value no greater than 2.0 is recommended for pavement design.

6.2 Topsoil Stripping



Normal topsoil stripping of all vegetation and root zone materials will be required for widening beyond the existing shoulder areas along Bliss Road, i.e. prior to placement of any fill materials. While topsoil type materials were not specifically encountered, for estimation of contract quantities a nominal root zone stripping depth on the order of 6 inches is recommended. The topsoil stripped may be stockpiled, sorted and reused for landscaping improvements.

6.3 Frost Susceptible Soils

Boring 101 encountered Sandy Loam type soils in the upper subgrade. The IDOT criteria for frost susceptible subgrade include soils with plasticity index (PI) < 12 and greater than 65 percent silt and fine sand content. The samples tested from Boring 101 do not fail this criteria. However, it is very possible that some localized areas will be found during construction which fail the IDOT criteria for frost susceptibility. If such areas are found during construction, then consideration may be given to performing a 6-inch undercut and replace with Aggregate Subgrade Improvement.

6.4 Guidelines for Subgrade Remediation

Once initial stripping operations have been completed, exposed subgrade soils should be tested with a Cone Penetrometer in accordance with the IDOT Subgrade Stability Manual to determine the remedial treatment depths. Observations of heavy construction vehicles on subgrade areas will help to delineate areas which have deficient strength.

All earthwork, new embankment construction and subgrade preparation should be in accordance with the District One Embankment 1 Special Provisions. Compaction for subgrade materials should be to at least 95 percent Standard Proctor density (AASHTO T-99) in accordance with article 205.06 of the 2012 IDOT Standard Specifications for Road and Bridge Construction. Remedial work for unstable subgrade should consist of discing, aerating, and recompacting exposed subgrade soils, as provided for in Section 301.04 of the 2012 IDOT Standard Specifications for Road and Bridge Construction. Depending upon grading requirements and specific site conditions, solutions to a persistent pumping problem may include use of geotextile stabilization fabric or geogrid product, removal of unstable soils and replacement with granular backfill, construction of trench drains or a combination thereof.



The subgrade stability will be influenced by such factors as surface drainage provided by the Contractor as well as the prevailing temperature and precipitation experienced during construction. The amount of trafficking and subgrade disturbance created by heavy construction vehicles will also have an influence on subgrade stability. The Contractor should try to make full use of inlets or ditches in order to maintain positive drainage for subgrade areas. Temporary drainage ditches or pumping from depressional areas should be provided as needed during construction in order to prevent ponded water from affecting the stability of the roadway.

Aggregate Fill may be required for bridging over weak subgrade soils which demonstrate persistent stability problems. Aggregate materials needed beneath the Improved Aggregate Subgrade layer should consist of IDOT Aggregate Subgrade Improvement materials (CA-2, CA-6, CA-10, or CS-01) in accordance with the District One Aggregate Subgrade Improvement Special Provision. The use of this material is to create a stable working platform due to the presence of unsuitable/unstable soils.

The need for removal and replacement of unstable subgrade with Aggregate Subgrade Improvement should be based on direct observations made during construction by an approved soils inspector. Once the subgrade soils are exposed proof-rolling or cone penetrometer testing procedures can be conducted and treated in accordance with Article 301.04 of the standard specifications and the undercut guidelines in the IDOT Subgrade Stability Manual.

Note that the Aggregate Subgrade Improvement materials are to be placed beneath the granular subbase layer and are to be used only as a bridging layer over soft, pumpy subgrade or for replacement of unsuitable soils. The use of geogrid can help to reduce the depth of undercutting and aggregate Fill required. All quantities of Aggregate Subgrade Improvement materials not required during construction should be deleted from the construction costs. Normal IDOT procedure requires cone penetrometer testing immediately prior to undercutting subgrade in order to document the need for the undercut and replacement Fill.

A Shrinkage Factor on the order of 15 percent should be used to correlate the volume of earth borrow materials for use as new earth embankment or subgrade Fill. Unsuitable organic soils should not be included as suitable earth Fill.



6.5 Estimated Quantities for Stripping and Aggregate Fill

Summarized in the following table is the existing grade at the boring locations as well as the station limits. The subgrade elevation is also shown, measured from the proposed grade at each boring to the estimated subgrade elevation (at about 2.0 feet below the top of pavement). The soil conditions at the subgrade level at each boring location are also identified as well as the estimated quantities of undercut/Aggregate Subgrade Improvement materials below proposed pavement section that is recommended. Note that the Aggregate Subgrade Improvement materials are to be placed beneath the granular subbase layer and are to be used only as a bridging layer over soft, pumpy subgrade or for replacement of unsuitable organic soils.

**Estimated Quantities for Undercutting and
 Aggregate Subgrade Improvement Replacement Fill**

Boring No.	Station Limits		Existing Grade	Subgrade Elevation*	Estimated Undercut	Soil Conditions at Subgrade Level
	From	To				
Bliss Road - Sta. 10+35 to 28+50						
B-2	10+35	14+25	698.9	698.0	NR	Existing Crushed Stone Base
SB-2	14+25	16+25	691.6	693.0	NR	1.5 feet of New Fill over Existing Crushed Stone
SB-1	16+25	18+25	689.3	690.0	NR	2.0 feet of New Fill over Existing Granular Base
B-1	18+25	21+35	683.7	687.0	NR	3.5 feet of New Fill over Existing Granular Base
B-101	21+35	24+50	690.4	689.0	GF	Fill - Brown Sandy Loam, moist A-4 N = 12
B-102	24+50	28+50	693.7	692.0	6 inches	Fill - Brown & black Sandy Loam, moist A-2-4 N = 7

- * Subgrade elevation estimated from plan and profiles provided, approximately 2.0 feet below top of proposed pavement; rounded to the nearest 0.5 foot.
- NR Undercutting and/or Aggregate Subgrade Improvement materials are not required at boring location. However, subgrade soils will likely require reduction in moisture content and recompacted prior to the pavement construction.
- GF Geofabric is recommended at the bottom of pavement section.



6.6 Underdrain Placement

Consideration should be given to the installation of underdrains in areas of pavement widening as well as in new pavement areas. They should consist of longitudinal underdrains which are placed at the outside edges of the proposed roadway widening, extending 50 to 100-foot in both directions of outlets. Wherever possible, it is best to install transverse underdrains at the low points of undercut areas or otherwise at the low points of the roadway profile. A maximum spacing interval of 300 to 500 feet between transverse underdrains is recommended. All underdrains should outlet into ditches or storm sewers in such manner as to allow positive drainage and should be installed to a depth of at least 30 inches below pavement grade. Check Sheet #19 of the Supplemental Specifications and Recurring Special Provisions (effective January 1, 2015) is generally regarded as the most effective procedure for underdrain installation.

6.7 Basin Construction

Borings 103 and 104 were drilled in the proposed compensatory storage basin area planned on the west side of Bliss Road and south of Blackberry Creek. Intermediate and granular materials were found below a depth of 2 feet in the borings. These intermediate/granular materials were in a wet to saturated condition below a depth of 8 to 10 feet, or between Elevations 681 to 684. However, it should be noted that changes in the groundwater level may occur due to seasonal variations in rainfall, fluctuations in Blackberry Creek and other localized conditions.

These intermediate/granular materials are expected to be unstable along the side slope excavations, to slough relatively quickly when exposed. If allowed to occur, running soil conditions may lead to loss of ground and settlement in surrounding areas. It is recommended that any intermediate materials be removed from the side slopes in order to prevent future sloughing. Replacement materials may consist of crushed stone or crushed gravel between ¼ to 3 inches in size and containing no fines; IDOT gradations CA-1 and CA-7 meet these criteria. The replacement materials should also be at least 12 to 24 inches thick, in order to stabilize the side slopes. Flatter slopes on the order of 6H:1V may also be required.



The cohesive materials found in the upper 2 feet at the borings should provide a suitable source for on-site borrow. However, the underlying Silty Loam soils found in the borings are not considered suitable in the upper 3 feet of roadway embankment, i.e. considered frost susceptible soil per IDOT criteria. It is estimated that the cohesive soils used as engineered fill will require that the in-situ moisture be reduced by a few to 5 percentage points. This reduction in moisture content is typically achieved by spreading the material in a single lift and aerating with a continuous discing operation. For obvious reasons it will work best in hot, dry and windy weather.

7.0 CLOSURE

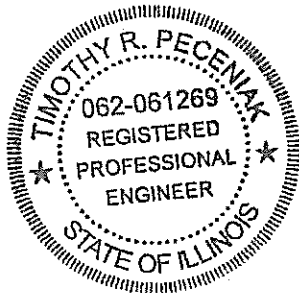
It is recommended that full-time technician services be provided by Testing Service Corporation personnel during construction, so that the soils at undercut and subgrade levels can be verified and tested. In addition pavement construction should be closely checked and monitored for compliance with the recommended procedures and specifications.

The analysis and recommendations submitted in this report are based upon the data obtained from the four (4) additional soil borings and three (3) pavement cores along Bliss Road Capital Drive as well as the four (4) original soil borings and four (4) pavement cores taken as part of the bridge repalcement. This report does not reflect any variations which may occur between these borings or elsewhere on the site, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

Please call if there are any questions in regard to this matter or if we may be of further service.

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Vice President



**Structure
Geotechnical
Report**

Bridge Replacement

**Bliss Road Over
Blackberry Creek**

Section 08-00058-01-BR

Kane County, Illinois

**Wills Burke Kelsey
Associates, Ltd.**

TABLE OF CONTENTS

Section		Page
I.	TEXT	
1.0	Introduction	2
2.0	Site Description and Geology.	3
3.0	Precipitation Summary	4
4.0	Field Investigation and Laboratory Testing.	4
5.0	Discussion of Results.	6
5.1	Pavement Composition (C-1 through C-4)..	6
5.2	Bridge Abutment Borings (SB-1 and SB-2).	6
5.3	Scour Boring (SC-1).	7
5.4	Roadway Borings (B-1 through B-2).	7
5.5	Additional Laboratory Testing.	8
5.6	Bridge Deck Core for Asbestos Determination.	8
6.0	Conclusions and Recommendations.	8
6.1	Seismic Considerations.	8
6.2	Scour Potential.	9
6.3	Bridge Structure..	10
6.4	Pile Foundations	10
6.5	Stage Construction.	12
6.6	Lateral Load Pile Parameters.	13
6.7	Subgrade Support Values for Pavement Design.	15
6.8	Topsoil Stripping.	15
6.9	Guidelines for Subgrade Remediation.	15
6.10	Estimated Quantities for Stripping and Aggregate Fill.	16
6.11	Underdrain Placement.	17
7.0	Closure	18
II.	APPENDIX	

March 1, 2012
L - 75,421 (revised)

STRUCTURE GEOTECHNICAL REPORT
BRIDGE REPLACEMENT
BLISS ROAD OVER BLACKBERRY CREEK
SECTION 08-00058-01-BR
KANE COUNTY, ILLINOIS

IDOT S.N. 045-3006 (EXISTING)
IDOT S.N. 045-3030 (PROPOSED)

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March 1, 2012
L - 75,421 (revised)

STRUCTURE GEOTECHNICAL REPORT
BRIDGE REPLACEMENT
BLISS ROAD OVER BLACKBERRY CREEK
SECTION 08-00058-01-BR
KANE COUNTY, ILLINOIS

1.0 INTRODUCTION

This report presents results of the subsurface investigation performed for the replacement of the Bliss Road bridge over Blackberry Creek in Kane County, Illinois. These geotechnical services were provided in accordance with TSC Proposal No. 42,706A dated March 11, 2010 and the attached General Conditions, incorporated herein by reference.

The existing bridge over Blackberry Creek (Structure No. 045-3006) was originally built in 1931 and reconstructed in 1979. During reconstruction the bridge was widened and approach spans added using reinforced concrete channel beams. The bridge currently consists of a single-span precast prestressed concrete (PPC) deck beam supported on spread footings. The deck is approximately 92 feet back-to-back of abutments and 40 feet wide, accommodating two lanes of traffic with shoulders.

The replacement bridge (Structure No. 045-3030) will consist of a single-span structure with integral type abutments, having an overall length of 83'-8" back-to-back of abutments and 92 feet back-to-back of approach spans. The overall width of the bridge will be 51'-8" out-to-out which includes two 12' lanes, a 12' median and shoulders of 5'-10" and 6'-8", on the east and west sides, respectively. The abutments are to be supported on piles driven to refusal. Staged construction is planned for the bridge replacement, Stage I comprising demolition/construction of the approximate left/eastern half of the structure and Stage II of the right/western half. Pavement reconstruction and widening is also planned for this project. The limits of the reconstruction will extend for a short distance north and south of the bridge.



2.0 SITE DESCRIPTION AND GEOLOGY

The project site is located in south-east Kane County. Bliss Road crosses Blackberry Creek approximately ¼ mile northeast of Illinois Route 47, bordering the southeast quadrant of Section 9 and the northeast quadrant of Section 16 in Sugar Grove Township (T 38 N, R 7 E). The existing roadway and bridge accommodate two lanes of traffic trending southwest to northeast.

The Bliss Road bridge structure is not located over any mapped mines according to the Illinois State Geological Survey. Geologically the project site lies within surficial soil deposits of glacial outwash, being flanked by the St. Charles Moraine to the west and the Marseilles-Huntley Moraine to the east. The outwash soils are part of the Batavia Member of Henry Formation, generally consisting of well-sorted sand and gravel deposited by glacial meltwater streams. Within the floodplain of Blackberry Creek, alluvial deposits consisting of poorly sorted silt and sand often overlie the outwash materials. The uppermost soils across many portions of this area consist of 1 to 2 feet of wind-blown loess which has been weathered, decomposed and otherwise modified such that it presently consists of a silty clay of relatively high plasticity. Although the outwash plain has moderate relief, peat and soft or organic clay deposits may be found in floodplain areas. Dolomitic limestone bedrock of Silurian age was encountered between Elevations 654 (35 feet deep) at SB-1 and 658 (34 feet deep) at SB-2.

Included in the Appendix is the Pedological Soil Map for the site as prepared by the Natural Resources Conservation Service. A review of this map indicates all areas along the immediate vicinity of the roadways are classified as the following soils.

- 512B Danabrook Silt Loam, 0 - 2% slopes
- 512C2 Danabrook Silt Loam, 5 - 10% slopes
- 618E Senachwine Silt Loam, 12 to 20% slopes
- 3076A Otter Silt Loam, 0 - 2% slopes, frequently flooded

The Natural Resources Conservation Service rates these soils as having very limited use for local roads and streets and poor suitability as roadfill material due to wetness, low strength, frost action, shrink/swell tendencies. There were no areas of organic "muck" type deposits within close proximity to the project.



3.0 PRECIPITATION SUMMARY

The soil borings for this project were drilled on August 2-4, 2010. Observations made of precipitation during the five months preceding our field work are summarized in the following table. These observations were obtained at the Aurora weather station, located about 7 miles east of the project site.

Precipitation Data
(in inches)

Month	Total	Departure From Normal
February, 2010	0.5	-1.0
March, 2010	1.5	-1.1
April, 2010	2.3	-1.6
May, 2010	6.6	+2.7
June, 2010	7.8	+3.4
July, 2010	6.5	+2.1

Based on the above data, it is anticipated that groundwater levels and soil moisture were probably above normal seasonal conditions due to higher than normal precipitation during the proceeding three months prior to drilling.

4.0 FIELD INVESTIGATION AND LABORATORY TESTING

Work performed for this study included two structure borings (SB-1 and SB-2) in the area of the proposed abutments and one boring along the edge of Blackberry Creek for stream scour (SC-1). Two (2) bridge deck cores (C-101 and C-102) were also taken on the existing Bliss Road bridge for asbestos testing. Two roadway borings (B-1 and B-2) and four pavement cores (C-1 through C-4) were taken for the roadway widening and reconstruction. Reference is made to the Boring Location Plan included in the Appendix of this report.

Two-inch diameter bridge deck cores were obtained at two (2) locations using an electric drill and core barrel containing diamond cutting bits. The bituminous concrete pavement core samples were examined by a materials technician in the laboratory. The samples were then sent to TEM



Incorporated in Glen Ellyn, Illinois (NVLAP Lab ID 101130-0) for asbestos testing. Appended to this report is a copy of their test results.

The pavement cores were obtained using a 4" diameter core barrel containing diamond cutting bits. Granular base course materials and subgrade soils were also sampled to a depth of approximately 36 inches below the top of pavement. Core holes were patched upon completion. The pavement cores and aggregate samples were examined by a materials technician in the laboratory. These results are summarized in the attached sheet titled "Pavement Core Results".

The structure borings were extended 35 to 40 feet below existing grade using conventional drilling equipment, with roadway and scour borings extending 10 and 20 feet deep, respectively. The borings were drilled, sampled and tested in accordance with IDOT structure boring criteria. Soil sampling was performed in conjunction with the Standard Penetration Test, for which driving resistance to a 2" split-spoon sampler (in blows per 6" interval) provides an indication of the relative density of granular materials and consistency of cohesive soils. The structure borings were extended to the bedrock surface, with a 10-foot rock core also being obtained at SB-1 using an NX size core barrel (2.06" inside diameter). It should be noted that the SPT samples were obtained using an automatic hammer which has relatively high energy. Unconfined compressive strength values were determined using a modified Rimac spring tester. Water level readings were taken during and following completion of drilling operations.

Soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the AASHTO Classification System and the Illinois Department of Transportation Classification Chart. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength was obtained for all inorganic native clay soils using a calibrated pocket penetrometer, with actual measurements of unconfined compressive strength being performed by Rimac methods.

For classification purposes and to verify field identifications, three (3) Atterberg limit tests and six (6) grain-size analyzes were performed on representative soil samples. Additionally, one (1) sample was tested for organic content. Results of these tests are summarized in a separate table included in the Appendix.

Reference is made to the boring logs in the Appendix of this report which indicate subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Definitions of descriptive terminology are also included. While strata changes are shown as a definite line on the logs, the actual transition between soil layers will probably be more gradual.

5.0 DISCUSSION OF RESULTS

5.1 Pavement Composition (C-1 through C-4)

Cores 1-4 were taken on Bliss Road north and south of the existing bridge. They revealed 12 to 14 inches bituminous concrete, overlying 6 to 12 inches crushed and uncrushed stone base. Underlying subgrade materials at Cores 1 and 2 consisted of brown Clay and Clay Loam Fill materials, with Sandy Loam Fill materials present at Cores 3 and 4. Examination of the core samples revealed that Cores 1, 3 and 4 were comprised of 3 to 5 bituminous surface and/or binder layers, with Core 2 comprised of 6 bituminous surface and/or binder layers and 4 asphalt stabilized base course and/or chip and seal layers.

5.2 Bridge Abutment Borings (SB-1 and SB-2)

Borings SB-1 and SB-2 were drilled at the approximate abutment locations. Structure Boring 1 on Bliss Road revealed about 12 inches bituminous concrete overlying 24 inches Sand and Gravel subbase material. Structure Boring 2 on the shoulder of Bliss Road revealed 12 inches crushed stone materials. The pavement and granular thicknesses were estimated from the side of the augered boreholes and should be considered approximate.

Clay Loam fill materials were encountered below the granular shoulder and pavement section, extending approximately 5 to 8 feet below existing grade. Samples of the cohesive fill had unconfined compressive strengths ranging from 0.25 to 0.6 tons per square foot (tsf) at moisture contents of 16 to 24 percent.

Relatively soft and/or very moist native Clay and Clay Loam were found directly underlying the Fill materials, extending 8 to about 15 feet in depth. These uppermost native soils had unconfined compressive strengths ranging from 0.4 to 1.1 tsf at moisture contents of 20 to 40 percent.

Medium dense to very dense Sand and Gravel, Sand and Sandy Loam materials were otherwise predominated, extending to approximately 35 and 37 feet below existing grade at Borings SB-1 and SB-2, respectively. These granular and intermediate materials had SPT N-values generally ranging from 10 to 60 blows per foot (bpf).

The borings encountered Weathered/Fractured Bedrock or Possible boulder zone materials at approximately 34 feet below existing grade, or between Elevations 655 to 658. The drilling operation were able to advance 1 to 6 feet into these materials before virtual auger refusal was met. Competent bedrock was encountered at between Elevations 651.6 and 654.3, with a 10-foot rock core taken at SB-1 resulting in 95 percent recovery. The rock core was described as a dense gray Dolomite. A Rock Quality Designation (RQD) value, i.e. the sum of the lengths of sound core pieces greater than 4 inches divided by the core run length, was determined to be 42 percent and is categorized as being "Poor" quality.

5.3 Scour Boring (SC-1)

Boring SC-1 was performed on the northeast bank of Blackberry Creek near the proposed north abutment location. Relatively soft Clay Loam materials were encountered in the upper 10 feet along with a loose and very moist Sandy Loam deposit. The cohesive materials had pocket penetrometer readings ranging from 0.5 to 1.0 ton per square foot (tsf) at moisture contents from 14 to 25 percent, with the intermediate materials having a moisture content of 52 percent. Medium dense to dense Sandy Loam and Sand/Gravel materials were otherwise found extending 20 feet in depth (boring completion).

5.4 Roadway Borings (B-1 and B-2)

Borings 1 and 2 were performed for the roadway widening and reconstruction of Bliss Road. They revealed on the order of 13 inches bituminous concrete overlying 8 to 11 inches crushed stone

subbase materials. Clay Loam Fill as well as Sand and Gravel Fill was encountered below the pavement section in Boring 1, extending 5½ feet below existing grade. The cohesive Fill had a pocket penetrometer reading of 4.5+ tsf and a moisture content of 14 percent. Loose to medium dense native Sandy Loam and Silty Loam materials otherwise predominated to boring completion depths of 10 feet.

5.5 Additional Laboratory Testing

Three (3) Atterberg limit determinations were performed on cohesive and intermediate materials encountered in SC-1, SB-1 and SB-2. They revealed liquid limits of 15 to 20, plastic limits of 9 to 13 and plasticity indices of 6 to 8. These results can also be seen on the Soil Test Data sheet attached.

5.6 Bridge Deck Core for Asbestos Determination

Two (2) bridge deck cores (C-101 and C-102) were taken on opposite sides of the existing Bliss Road bridge crossing over Blackberry Creek. Cores 101 and 102 revealed 4¾ and 7 inches of bituminous concrete overlying the P.C. concrete bridge deck, respectively.

The core samples were sent to TEM Incorporated in Glen Ellyn, Illinois (NVLAP Lab ID 101130-0) to perform the asbestos testing. The cores were broken down by using the Gravimetric Reduction Method to release any potential asbestos fibers. The materials were then analyzed by using Polarized Light Microscopy (PLM) to determine if asbestos fibers were present. Enclosed with this report is a copy of their data sheet of test results as well as IDOT form BLR 10220. The test results did not detect any asbestos containing material in the asphalt core samples.

6.0 Conclusions and Recommendations

6.1 Seismic Considerations

The project site is located within southeastern Kane County, lying just outside/west of the limits of the City of Aurora. The Spectral Acceleration values are expressed as fraction of gravity based on 7% probability of exceedance in 75 years. In accordance with Appendix 3.15.A of the IDOT Bridge Manual and the LRFD Code, following is a summary of seismic information:



Soil Site Class: D
 Seismic Performance Zone (SPZ): 1
 Design Spectral Acceleration at 1.0 sec (S D1): 0.090g
 Design Spectral Acceleration at 0.2 sec (S DS): 0.164g

6.2 Scour Potential

The Bliss Road bridge reconstruction will have new abutment foundations bearing at Elevation 684.37 and 686.06, located behind the existing abutments on the north and south of Blackberry Creek, respectively. The bottom of the streambed is shown at Elevation 679.25 on the proposed bridge elevation drawing. Boring SC-1 was drilled on the northeast side of the existing bridge, the ground surface there being at Elevation 690.5.

Relatively soft and/or very moist Clay Loam and loose Sandy Loam materials were encountered in SC-1, extending to approximately 10½ feet or Elevation 680.0. Medium dense to dense Sandy Loam, Sand/Gravel and Sand materials were encountered underlying these deposits. Grain-size analyses were performed on three representative samples from Boring SC-1, with D50 particle sizes summarized in the following table.

Boring	Sample Location		D50 Particle Size	Soil Classification
	Depth (Ft)	Elevation		
SC-1	5.5 - 8.0	685.0 - 682.5	0.25 mm	Sandy Loam A-2-6
	10.5 - 13.0	680.0 - 677.5	0.8 mm	Sandy Loam A-2-6
	15.5 - 18.0	675.0 - 672.5	20 mm	Sand and Gravel A-1-a

Sandy Loam encountered above Elevation 675 in Boring SC-1 had average D50 particle size of 0.5 mm. The Sand and Gravel present below Elevation 675 had a D50 particle size of 20 mm. Based on the soil types encountered in the borings, the potential for scour may be significant for this bridge. It is understood that the abutments will be protected with rip-rap to protect against scour.



6.3 Bridge Structure

The new bridge will consist of a single-span structure with integral abutments. It will have an overall length of 83'-8" back to back of abutments and a width of 51'-8" out to out. The new bridge will be widened to accommodate two (2) lanes of traffic, a 12' median and shoulders.

The possibility of supporting the new bridge structure on spread footings was evaluated. Structure Borings 1 and 2 drilled for the proposed abutments revealed relatively soft and occasionally very moist Clay and Clay Loam (Fill and native) materials extending approximately 8 to 15 feet below existing grade. Based on the nature and characteristics of these materials as well as anticipated bearing loads for the proposed bridge substructures, it is our opinion that spread footings do not represent a feasible foundation option.

The possibility of supporting the new bridge structure on drilled shafts (caissons) was also evaluated. Relatively thick deposits of Sand, Sand and Gravel and Sandy Loam were encountered in the borings, typically found in a wet to saturated condition. These granular materials would rapidly slough into the caisson excavations, creating construction difficulties and an unstable ground around them. It is therefore our opinion that drilled shafts do not represent a feasible foundation option.

6.4 Pile Foundations

The bridge abutments are to be supported by metal shell (MS) piles or steel H-piles driven to refusal. Seven (7) pile sections have been evaluated in connection with them, i.e. HP 12x53, 12x63, 12x74, 12x84, 14x73, 12" diameter MS and 14" diameter MS. Nominal Required Bearing (R_N), Factor Resistance Available (R_F) and Estimated Pile Lengths are summarized in the following tables. They have been prepared in connection with Design Guide 3.10.1, LRFD Geotechnical Pile Design Procedure and AGMU Memo 10.2 (Geotechnical Pile Design).

Pile Designation	Nominal Required Bearing (kips) *	Factored Resistance Available (kips) **	Estimated Pile Lengths (Feet)
12" Metal Shell	355	195	#
14" Metal Shell	516	283	#



Pile Designation	Nominal Required Bearing (kips) *	Factored Resistance Available (kips) **	Estimated Pile Lengths (Feet)
Steel HP 12x53	419	230	#
Steel HP 12x63	497	273	#
Steel HP 14x73	578	317	#
Steel HP 12x74	589	323	#
Steel HP 12x84	664	365	#

* Nominal Required Bearing to be achieved in all cases by driving the piles to refusal on rock.

** Factored Resistance Available computed using a geotechnical resistance factor of 0.55 (AGMU Memo 10.2); no reduction taken for scour, downdrag or liquefaction.

Estimated pile lengths for the seven (7) bridge supports summarized in the following table.

Bridge Support	Structure Boring	Bottom of Abutment Cap	Estimated Pile Refusal		Estimated Pile Length (Feet) **
			Depth (Feet)*	Tip Elevation	
North Abutment	SB-1	684.37	35	654	33
South Abutment	SB-2	686.06	34	657	31

* Depth below existing grade at the boring location.

** Estimated pile length include a 2.0 foot embedment into the abutment caps.

The piles are expected to penetrate to the top of bedrock or very dense Cobbles and Boulders found directly overlying it (possible weathered rock) in order to achieve the Nominal Required Bearing. No reduction had to be taken for downdrag, scour or liquefaction in computing the Factored Resistance Available. Estimated pile lengths include a 2.0 foot embedment into the abutment caps.

It should be expected that refusal elevations will vary across the pier and abutments due to variations in the weathered rock surface, the piles to possibly take up in very dense weathered bedrock and/or boulder zone overlying the bedrock surface. It is recommended that at least one test pile be driven at each abutment prior to ordering piles for production driving. It is also recommended that the piles be provided with metal shoes (pile points) due to the presence of cobbles and boulders within the subsurface stratigraphy.



6.5 Stage Construction

It is understood that stage construction will be required in order to build Bliss Road Bridge over Blackberry Creek. Stage I comprising of demolition/construction of the approximate left/eastern half of the bridge structure and Stage II of the right/western half. Stage construction will require temporary cantilevered sheeting for soil retention along centerline of Bliss Road at the abutments. The following table summarizes soil parameters that may be utilized for the development of design earth pressure diagrams.

**Recommended Soil Parameters
 for Design of Sheet Pile Walls**

SB-1 (North Bridge Abutment)					
Soil Type	Total Unit Weight (pcf)	Undrained Shear Strength		Drained Shear Strength	
		C	ö	C'	ö'
Existing Clay Loam Fill (Elev. 681.3 - 684.4)	128	600	0	0	26
Stiff Clay (Elev. 678.8 - 681.3)	128	1000	0	0	28
Soft Clay (Elev. 674.3 - 678.8)	125	400	0	0	26
Med. Dense Sand (Elev. 671.3 - 674.3)	120	0	33	0	33
Stiff Sandy Loam (Elev. 666.3 - 671.3)	130	1000	0	0	28
Very Dense Sandy Loam (Elev. 663.8 - 666.3)	125	0	35	0	35
Med. Dense Sand & Gravel (Elev. 655.3 - 661.3)	120	0	33	0	33
Dense Sand and Gravel (Elev. 655.3 - 661.3)	125	0	35	0	35

C, C' - Cohesion Intercept in pounds per square foot (psf).

ö, ö' - Angle of Internal Friction in degrees.



SB-2 (South Bridge Abutment)					
Soil Type	Total Unit Weight (pcf)	Undrained Shear Strength		Drained Shear Strength	
		C	ö	C'	ö'
Soft Clay Loam (Elev. 683.6 - 686.1)	128	500	0	0	26
Med. Dense Sandy Loam (Elev. 678.6 - 683.6)	120	0	33	0	33
Dense Sand (Elev. 671.1 - 673.6)	123	0	35	0	35
Med. Dense Sand (Elev. 671.1 - 673.6)	120	0	33	0	33
Med. Dense Sandy Loam (Elev. 668.6 - 671.1)	120	0	33	0	33
Very Dense Sand & Gravel (Elev. 657.6 - 668.6)	125	0	35	0	35

C, C' - Cohesion Intercept in pounds per square foot (psf).

ö, ö' - Angle of Internal Friction in degrees.

6.6 Lateral Load Pile Parameters

In connection with the use of pile foundations for lateral resistance, the following soil parameters are recommended when using a computer program such as LPILE (p-y method). When the analyses are performed, it is recommended that the soils in the uppermost 4 feet be neglected for lateral resistance to the foundation. For the purpose of the design and analysis, it is suggested that the long-term water table at the estimated water level elevation for Blackberry Creek, Elevation 680.7.



Elevation	Soil Type (p-y curve model)	Unit Weight (pci)	Su (psi)	Phi (deg.)
SB-1 (North Bridge Abutment)				
681.3 - 684.4	Existing Clay Loam Fill w/o free water	0.074	--	--
678.8 - 681.3	Stiff clay w/o free water	0.074	6.9	--
674.3 - 678.8	Soft Clay w/o free water	0.072	2.8	--
671.3 - 674.3	Med. Dense Sand (Reese)	0.069	--	33
666.3 - 671.3	Stiff Sandy Loam w/o free water	0.075	6.9	--
663.8 - 666.3	Very Dense Sandy Loam (Reese)	0.072	--	35
655.3 - 661.3	Med. Dense Sand & Gravel (Reese)	0.069	--	33
655.3 - 661.3	Dense Sand and Gravel (Reese)	0.072	--	35
SB-2 (South Bridge Abutment)				
683.6 - 686.1	Soft Clay Loam	0.074	3.5	--
678.6 - 683.6	Med. Dense Sandy Loam w/o free water	0.069	--	33
671.1 - 673.6	Dense Sand w/o free water	0.071	--	35
671.1 - 673.6	Med. Dense Sand (Reese)	0.069	--	33
668.6 - 671.1	Med. Dense Sandy Loam (Reese)	0.069	--	33
657.6 - 668.6	Very Dense Sand & Gravel (Reese)	0.072	--	35



6.7 Subgrade Support Values for Pavement Design

No specific information is available on pavement reconstruction and widening at this time. However, uppermost subgrade soils primarily consisted of Clay, Clay Loam and Sandy Loam Fill. For preliminary design purposes, it is recommended that a mechanistic pavement design be based on a SSR rating of "Poor" for this project. For a Modified AASHTO type pavement design, a nominal IBR value of no greater than 3.0 is recommended.

6.8 Topsoil Stripping

Normal topsoil stripping of all vegetation and root zone materials will be required for widening beyond existing shoulder areas along Bliss Road, prior to placement of any Fill materials. While topsoil type materials were not specifically encountered, for estimation of contract quantities a nominal root zone stripping depth on the order of 6 inches is recommended.

6.9 Guidelines for Subgrade Remediation

Once initial stripping operations have been completed, exposed subgrade soils should be tested with a Cone Penetrometer in accordance with the IDOT Subgrade Stability Manual to determine the remedial treatment depths. Observations of heavy construction vehicles on subgrade areas will help to delineate areas which have deficient strength.

All earthwork, new embankment construction and subgrade preparation should be in accordance with Division 200 and 300 of the IDOT Standard Specifications. Compaction for subgrade materials should be to at least 95 percent Standard Proctor density (AASHTO T-99). Remedial work for unstable subgrade should consist of discing, aerating, and recompacting exposed subgrade soils, as provided for in Art. 301.03 of the IDOT Standard Specifications. Depending upon grading requirements and specific site conditions, solutions to a persistent pumping problem may include use of geotextile stabilization fabric or geogrid product, removal of unstable soils and replacement with granular backfill, construction of trench drains or a combination thereof. Lime stabilization may be another feasible option which can achieve similar results and has the advantage of allowing work to proceed under adverse weather conditions.



The subgrade stability will be influenced by such factors as surface drainage provided by the contractor as well as the prevailing temperature and precipitation experienced during construction. The amount of trafficking and subgrade disturbance created by heavy construction vehicles will also have an influence on subgrade stability. The Contractor should try to make full use of inlets or ditches in order to maintain positive drainage for subgrade areas. Temporary drainage ditches or pumping from depressional areas should be provided as needed during construction in order to prevent ponded water from affecting the stability of the roadway.

Aggregate Fill may be required for bridging over weak subgrade soils which demonstrate persistent stability problems. Aggregate materials needed beneath the Aggregate Subgrade layer may consist of the IDOT Porous Granular Embankment-Subgrade (PGES). Please note that the PGES materials are to be placed beneath the aggregate base course and are to be used only as a bridging layer over soft, pumpy subgrade or for replacement of unsuitable soils. The use of geotextile fabric can help to reduce the depth of undercutting and aggregate Fill required.

The need for undercutting unstable subgrade and PGES replacement Fill should be based on direct observations made during construction once the subgrade soils are exposed and proof-rolling or cone penetrometer testing procedures can be conducted. Normal IDOT procedure requires cone penetrometer testing immediately prior to undercutting subgrade in order to document the need for the undercut and replacement Fill.

6.10 Estimated Quantities for Stripping and Aggregate Fill

Summarized in the following table is the existing grade at the boring locations as well as the depth of cut to proposed subgrade elevation, measured from the existing grade at each boring to the approximate subgrade elevation (estimated at about 2 feet below top of pavement, including 12 inches Aggregate Subgrade). The soil condition at the subgrade level at each boring location is also identified, as well as the estimated quantity of undercut/PGES materials.



**Estimated Quantities for Undercutting and
 Porous Granular Embankment - Subgrade (PGES) Replacement**

Boring .No	General Location	Existing Grade	Fill Cut Depth to Subgrade (ft)*	Estimated Thickness PGES	Soil Conditions at Subgrade Level
Bliss Road					
B-1	330' North of Blackberry Creek	683.7	C 2.0	NR	Fill - Brown Clay Loam, moist Qu = 4.5* WC = 14%
B-2	330' South of Blackberry Creek	698.9	C 2.0	GF	Loose brown Sandy Loam, moist

NR Undercut and/or PGES Fill not required at boring location.

GF Geotextile fabric recommended at boring location.

* Cut (C) measured from existing grade at the boring to proposed road subgrade elevation; rounded to the nearest 0.5 foot.

The need for undercutting unstable subgrade and PGES replacement Fill should be based on direct observations made during construction once the subgrade soils are exposed and proof-rolling or cone penetrometer testing procedures can be conducted. All quantities of PGES materials not required during construction should be deleted from the construction costs. Normal IDOT procedure requires cone penetrometer testing immediately prior to undercutting subgrade in order to document the need for the undercut and replacement Fill.

6.11 Underdrain Placement

Underdrains are not specifically recommended for the widening of Bliss Road. However, consideration should also be given to the installation of longitudinal underdrains within areas of pavement widening in order to properly drain the Aggregate Base Course. They should consist of longitudinal underdrains which are placed at the outside edges of the proposed roadway, extending 50 to 100-foot in both directions of outlets. Underdrains should also be placed at the low points of undercuts replaced with PGES as determined in the field. All underdrains should outlet into ditches or storm sewers in such manner as to allow positive drainage and should be installed to a depth of at least 30 inches below pavement grade. It is recommended that the underdrains have a minimum of 4 inch diameter and backfilled using FA-1 or FA-2. Check Sheet 19 of the IDOT Recurring Special Provisions is generally regarded as the most effective procedure for underdrain installation.



7.0 CLOSURE

The analysis and recommendations submitted in this report are based upon the data obtained from the five (5) borings and four (4) pavement cores performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

We are available to review this report with you at your convenience.

Timothy R. Peceniak, P.E.
Project Engineer
Registered Professional Engineer
Illinois No. 062-061269

Michael V. Machalinski, P.E.
Vice President



May 19, 2015

TESTING SERVICE CORPORATION

Corporate Office

Mr. Brent Pottorff
Wills Burke Kelsey Associates, Ltd
116 West Main Street, Suite 201
St. Charles, IL 60174-1854

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

RE: L - 82,538
Soil Sampling & pH Analysis
Bliss Road Improvement
Bliss Road
Kane County, IL

Dear Mr. Pottorff:

Testing Service Corporation (TSC) has completed sampling and laboratory analyses for pH for the above captioned project. The general scope of work was outlined in TSC proposal 52,350, dated February 21, 2014. The scope of work was later revised by the client via email correspondence dated April 6, 2015 to include pH analysis only of soil samples.

On April 22, 2015 soil samples were collected associated with geotechnical drilling services for for the Bliss Road improvements. Samples B-101, B-102 and B-103 were delivered to First Environmental Laboratories, Inc. following standard chain-of-custody procedures for analysis of pH. The analytical results, dated May 12, 2015, indicate that the pH of the soil is 8.43, 8.90 and 8.14, respectively, which is within the acceptable range between 6.25 and 9.0. A copy of the Analytical Report and chain of custody are attached.

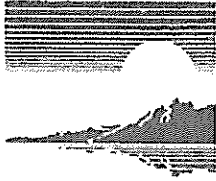
We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

TESTING SERVICE CORPORATION

Brian K. Walker, P.G.196.000772
Manager, Environmental Assessments

Enc: Analytical Report and Chain of Custody



**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

May 12, 2015

Mr. Dave Hurst
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: Bliss Road Improvements 82538
First Environmental File ID: 15-2172
Date Received: May 04, 2015

Dear Mr. Dave Hurst:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

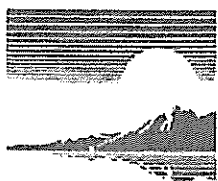
All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003596: effective 03/24/2015 through 03/28/2016.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Stan Zaworski
Project Manager

157



**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Case Narrative

TESTING SERVICE CORP.

Lab File ID: **15-2172**

Project ID: **Bliss Road Improvements 82538**

Date Received: **May 04, 2015**

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

The results in this report apply to the samples in the following table:

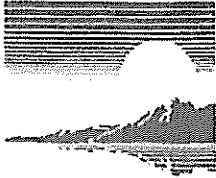
Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
15-2172-001	B101	4/22/2015 12:00
15-2172-002	B102	4/22/2015 12:30
15-2172-003	B103	4/22/2015 13:00

Sample Batch Comments:

Sample acceptance criteria were met.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
<	Analyte not detected at or above the reporting limit.	L	LCS recovery outside control limits.
C	Sample received in an improper container for this test.	M	MS recovery outside control limits; LCS acceptable.
D	Surrogates diluted out; recovery not available.	N	Analyte is not part of our NELAC accreditation.
E	Estimated result; concentration exceeds calibration range.	P	Chemical preservation pH adjusted in lab.
G	Surrogate recovery outside control limits.	Q	Result was determined by a GC/MS database search.
H	Analysis or extraction holding time exceeded.	S	Analysis was subcontracted to another laboratory.
J	Estimated result; concentration is less than routine RL but greater than MDL.	W	Reporting limit elevated due to sample matrix.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Analytical Report

Client: TESTING SERVICE CORP.
Project ID: Bliss Road Improvements 82538

Date Received: 05/04/15
Date Reported: 05/12/15

Lab No:	Sample ID:	Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2		Method: 9045D 2004				
15-2172-001	B101	Date Collected: 04/22/15	Time Collected: 12:00			
Analysis Date:	05/11/15	2:00 PM				
		pH @ 25°C, 1:2	8.43		Units	
15-2172-002	B102	Date Collected: 04/22/15	Time Collected: 12:30			
Analysis Date:	05/11/15	2:00 PM				
		pH @ 25°C, 1:2	8.90		Units	
15-2172-003	B103	Date Collected: 04/22/15	Time Collected: 13:00			
Analysis Date:	05/11/15	2:00 PM				
		pH @ 25°C, 1:2	8.14		Units	

159

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

SPECIAL PROVISION
FOR
INSURANCE

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

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

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

KANE COUNTY

VILLAGE OF SUGAR GROVE

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: July 1, 2015

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

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

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

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

Where: CA = Cost Adjustment, \$.

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

BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/ton (\$/metric ton).

%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.

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ **Date:** _____

80173

164

BUTT JOINTS (BDE)

Effective: July 1, 2016

Add the following to Article 406.08 of the Standard Specifications.

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

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

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

1/ Crosshead speed -2 in./minute

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

80366

165

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (DBE)

Effective: September 1, 2000

Revised: July 2, 2016

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 18.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- | (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
 - | (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.

- (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation
Bureau of Small Business Enterprises
Contract Compliance Section
2300 South Dirksen Parkway, Room 319
Springfield, Illinois 62764

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.

- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors

are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
 - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration

Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
 - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
 - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor,

with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) 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. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

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

Effective: April 1, 2009

Revised: July 1, 2015

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 extra work paid for by agreed unit price will be subject to fuel cost adjustment only when the category representing the added work was subject to the fuel cost adjustment. Extra work paid for at a lump sum price or by force account will not be subject to fuel cost adjustment. Category descriptions and thresholds for application and the fuel usage factors which are applicable to each are as follows:

(a) Categories of Work.

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

(4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

(5) Category E: Structures. Structure items having a cumulative bid price that exceeds \$250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units		
Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / \$1000

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 for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price, \$/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.

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:

$$\text{Percent Difference} = \{(FPI_L - FPI_P) \div FPI_L\} \times 100$$

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
FUEL COST ADJUSTMENT**

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision 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

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

Effective: January 1, 2010

Revised: April 1, 2016

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 10 ft (3 m) apart longitudinally along the unconfined pavement edge and centered at the random density test location.”

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

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	N _{design} = 50	93.0 – 97.4% ¹⁷	91.0%
IL-9.5	N _{design} = 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L	N _{design} < 90	92.5 – 97.4%	90.0%
IL-19.0	N _{design} = 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L	N _{design} < 90	93.0 ²¹ – 97.4%	90.0%
SMA	N _{design} = 50 & 80	93.5 – 97.4%	91.0% ²¹

80246

HOT-MIX ASPHALT – TACK COAT (BDE)

Effective: November 1, 2016

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

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

80376

PAVEMENT MARKING REMOVAL (BDE)

Effective: July 1, 2016

Revise Article 783.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Grinders (Note 1)	
(b) Water Blaster with Vacuum Recovery	1101.12

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

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

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

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

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

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

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

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

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

Delete Article 1101.13 from the Standard Specifications.

80371

186

PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

Effective: April 1, 2015

Revised: January 1, 2017

Revise the following two entries in the table in Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Superstructure (Approach Slab)	1020.13(a)(5)(6) ^{19/}	3	1020.13(d)(1)(2) ^{17/}
Deck	1020.13(a)(5)(6) ^{19/}	7	1020.13(d)(1)(2) ^{17/}

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Standard Specifications:

"19/ The cellulose polyethylene or synthetic fiber with polymer polyethylene blanket method shall not be used on latex modified concrete."

Revise Article 1020.13(a)(5) of the Standard Specifications to read:

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets. The cotton mats shall be kept saturated with water.

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

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

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

“(6) Cellulose Polyethylene Blanket Method and Synthetic Fiber with Polymer Polyethylene Blanket Method. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene or synthetic fiber with polymer polyethylene blanket. Damaged blankets will not be allowed. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 8 in. (200 mm). Any air bubbles trapped during placement shall be removed. The blankets shall then be wetted immediately and thoroughly soaked with a gentle spray of water. Thereafter, the blankets shall be kept saturated with water. For bridge decks, the blankets shall be placed and kept wet according to Article 1020.13(a)(5)a.”

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

“1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, Cellulose Polyethylene Blankets, and Synthetic Fiber with Polymer Polyethylene Blankets. These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155.

The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing and shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.

The synthetic fiber with polymer polyethylene blanket shall consist of a white polyethylene sheeting with absorbent synthetic fibers and super absorbent polymer backing, and shall be limited to single use only. The synthetic fiber with polymer polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled on the product with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.”

80359

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

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

Effective: April 2, 2004

Revised: July 1, 2015

Description. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

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 for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

Basis of Payment. Steel cost adjustments may be positive or negative but will only be made when there is a difference between the MPI_L and MPI_M in excess of five percent, as calculated by:

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling) Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness Other piling	23 lb/ft (34 kg/m) 32 lb/ft (48 kg/m) 37 lb/ft (55 kg/m) 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 Steel Plate Beam Guardrail, Type B w/steel posts Steel Plate Beam Guardrail, Types A and B w/wood posts Steel Plate Beam Guardrail, Type 2 Steel Plate Beam Guardrail, Type 6 Traffic Barrier Terminal, Type 1 Special (Tangent) Traffic Barrier Terminal, Type 1 Special (Flared)	20 lb/ft (30 kg/m) 30 lb/ft (45 kg/m) 8 lb/ft (12 kg/m) 305 lb (140 kg) each 1260 lb (570 kg) each 730 lb (330 kg) each 410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms Traffic Signal Post Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m) Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m) Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m) Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m) Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m) Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m) Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	11 lb/ft (16 kg/m) 14 lb/ft (21 kg/m) 21 lb/ft (31 kg/m) 13 lb/ft (19 kg/m) 19 lb/ft (28 kg/m) 31 lb/ft (46 kg/m) 65 lb/ft (97 kg/m) 80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence) Steel Railing, Type SM Steel Railing, Type S-1 Steel Railing, Type T-1 Steel Bridge Rail	64 lb/ft (95 kg/m) 39 lb/ft (58 kg/m) 53 lb/ft (79 kg/m) 52 lb/ft (77 kg/m)
Frames and Grates Frame Lids and Grates	250 lb (115 kg) 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

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: January 1, 2017

Revise Article 630.02 of the Standard Specifications to read:

“630.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Steel Plate Beam Guardrail	1006.25
(b) Wood Posts and Wood Block	1007.01, 1007.02, 1007.06
(c) Steel Posts, Blockouts, Restraints and Wire Rope for Guardrail	1006.23
(d) Preservative Treatment	1007.12
(e) Reinforcement Bars	1006.10
(f) Plastic Blockouts (Note 1)	
(g) Chemical Adhesive Resin System	1027.01
(h) Controlled Low-Strength Material (CLSM)	1019

Note 1. Plastic blockouts may be used in lieu of wood blockouts for steel plate beam guardrail. The plastic blockouts shall be the minimum dimensions shown on the plans and shall be on the Department’s qualified product list.”

Revise Article 630.05 of the Standard Specifications to read:

“630.05 Posts. Posts shall be as follows.

- (a) Wood Posts. Wood posts and blocks shall be treated. The posts and blocks shall be cut to the proper dimensions before treatment. No cutting of the posts or blocks will be permitted after treatment. Posts shall be erected according to Article 634.05.
- (b) Steel Posts. Steel posts may be driven by hand or mechanical methods provided they are protected by a suitable driving cap and the earth around the posts compacted, if necessary, after driving. When steel posts are driven to incorrect alignment or grade, they shall be removed and set according to Article 634.05.

When it is necessary to shorten the posts in the field, the lower portion shall be cut off in a manner to provide a smooth cut with minimum damage to the galvanizing. Cut areas shall be repaired according to the requirements of AASHTO M 36.”

Revise Article 630.06 of the Standard Specifications to read:

“630.06 Shoulder Stabilization at Guardrail. Shoulder stabilization shall be constructed at the locations of steel plate beam guardrail installation according to the details shown on the plans. On new construction projects, the material used in the shoulder stabilization shall be the same as that used in the adjacent paved shoulder. On shoulder resurfacing projects, the

material used in the shoulder stabilization shall be the same as that used for the shoulder resurfacing.

When portland cement concrete is used, shoulder stabilization shall be constructed according to the applicable portions of Section 483. The shoulder stabilization shall be constructed simultaneously with the adjacent portland cement concrete shoulder. Guardrail posts shall be driven through leaveouts or holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with hot-mix asphalt (HMA) or CLSM.

When HMA is used, shoulder stabilization shall be constructed according to the applicable portions of Section 482. On new construction, the shoulder stabilization shall be constructed simultaneously with the HMA shoulder. On shoulder resurfacing projects, the portion of the shoulder stabilization below the surface of the existing paved shoulder shall be placed and compacted separately. The guardrail posts shall be driven through holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM.

When driving guardrail posts through existing shoulders, shoulder stabilization, or other paved areas, the posts shall be driven through cored holes. The void around each post shall be backfilled with earth or aggregate and capped with HMA or CLSM."

Revise Article 630.08 of the Standard Specifications to read:

"630.08 Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for NON-BLOCKED STEEL PLATE BEAM GUARDRAIL; STEEL PLATE BEAM GUARDRAIL, TYPE A, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE A, 9 FOOT (2.74 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 6 FOOT (1.83 M) POSTS; STEEL PLATE BEAM GUARDRAIL, TYPE B, 9 FOOT (2.74 M) POSTS; or STEEL PLATE BEAM GUARDRAIL, TYPE D, 6 FOOT (1.83 M) POSTS.

When end sections are specified, they will not be paid for as a separate item, but shall be considered as included in the unit price for steel plate beam guardrail.

Steel plate beam guardrail mounted on existing culverts will be paid for at the contract unit price per foot (meter) for STRONG POST GUARDRAIL ATTACHED TO CULVERT or WEAK POST GUARDRAIL ATTACHED TO CULVERT, of the case specified.

Portland cement concrete shoulder stabilization at guardrail will be paid for according to Article 483.10.

HMA shoulder stabilization at guardrail will be paid for according to Article 482.08.

Excavation in rock will be paid for according to Article 502.13.

Steel plate beam guardrail incorporating long-span spacing will be paid for at the contract unit price per foot (meter) for LONG-SPAN GUARDRAIL OVER CULVERT, 12 FT 6 IN (3.8 M) SPAN; LONG-SPAN GUARDRAIL OVER CULVERT, 18 FT 9 IN (5.7 M) SPAN; or LONG-SPAN GUARDRAIL OVER CULVERT, 25 FT (7.6 M) SPAN.

Steel plate beam guardrail incorporating treated timber at the back side of the post will be paid for at the contract unit price per foot (meter) for BACK SIDE PROTECTION OF GUARDRAIL."

80379

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 2. 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

TRAFFIC BARRIER TERMINAL, TYPE 1 SPECIAL (BDE)

Effective: January 1, 2017

Revise Article 631.04 of the Standard Specifications to read:

“631.04 Traffic Barrier Terminal, Type 1 Special (Tangent) and Traffic Barrier Terminal, Type 1 Special (Flared). These terminals shall meet the testing criteria contained in either NCHRP Report 350 or MASH. In addition to meeting the criteria in one or both of these references, the terminals shall be on the Department’s qualified product list.

The terminal shall be installed according to the manufacturer's specifications. The beginning length of need point of the terminal shall be placed within 12 ft 6 in (3.8 m) of the length of need point shown on the plans.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.”

80381

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: April 1, 2016

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(11) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

202

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

203

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: January 22, 2010

Description. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

Construction Requirements. All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: October 4, 2016

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

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

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

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

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

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

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

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

Delete the last paragraph of Article 503.06(b).

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.

Contract Provision - Cargo Preference Requirements

In accordance with Title 46 CFR § 381.7 (b), the contractor agrees—

“(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.”

Provisions (1) and (2) apply to materials or equipment that are acquired solely for the project. The two provisions do not apply to goods or materials that come into inventories independent of the project, such as shipments of Portland cement, asphalt cement, or aggregates, when industry suppliers and contractors use these materials to replenish existing inventories.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.