

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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134

Proposal Submitted By
Name
Address
City

Letting April 24, 2015

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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Various Routes
Project M-4003(443)
District 1 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Project M-4003(443)
Various Routes
District 1 Construction Funds**

This project consists of 0.77 miles of resurfacing with HMA binder course and HMA surface course, curb and gutter removal and replacement, sidewalk removal and replacement and patching on Various Routes within the Village of Chicago Ridge.

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-91-164-15
 PPS NBR -

SCHEDULE OF PRICES
 CONTRACT NUMBER - 61B31

RUN DATE - 03/02/15
 RUN TIME - 185528

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	14-00053-00-RS (CHICAGO RIDGE)	M-4003/443/000	VARIOUS

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX003435	PCC DRIVE REM & REPL	SQ YD	300.000	X	=		
XX006947	HMA DRIVE REM & REP	SQ YD	600.000	X	=		
XX009013	CL D PATCH 10 SPL	SQ YD	920.000	X	=		
X4240430	PC CONC SIDEWALK 5 SP	SQ FT	3,100.000	X	=		
X4420484	CL D PATCH T3 6 SPL	SQ YD	200.000	X	=		
Z0017400	DRAIN UTIL STR ADJ	EACH	14.000	X	=		
Z0017500	DRAIN UTIL STR ADJ SP	EACH	18.000	X	=		
Z0017700	DRAIN UTIL STR RECON	EACH	1.000	X	=		
20201200	REM & DISP UNS MATL	CU YD	680.000	X	=		
21001000	GEOTECH FAB F/GR STAB	SQ YD	2,040.000	X	=		
21101615	TOPSOIL F & P 4	SQ YD	700.000	X	=		
25200110	SODDING SALT TOLERANT	SQ YD	700.000	X	=		
25200200	SUPPLE WATERING	UNIT	50.000	X	=		
28000510	INLET FILTERS	EACH	45.000	X	=		
30300001	AGG SUBGRADE IMPROVE	CU YD	680.000	X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
35800100	PREPARATION OF BASE	SQ YD	10,200.000 X	=	=	=	=
35800200	AGG BASE REPAIR	TON	535.000 X	=	=	=	=
40201000	AGGREGATE-TEMP ACCESS	TON	300.000 X	=	=	=	=
40600275	BIT MATLS PR CT	POUND	28,350.000 X	=	=	=	=
40600982	HMA SURF REM BUTT JT	SQ YD	350.000 X	=	=	=	=
40603080	HMA BC IL-19.0 N50	TON	2,765.000 X	=	=	=	=
40603335	HMA SC "D" N50	TON	1,310.000 X	=	=	=	=
42400800	DETECTABLE WARNINGS	SQ FT	380.000 X	=	=	=	=
44000164	HMA SURF REM 3 3/4	SQ YD	4,600.000 X	=	=	=	=
44000168	HMA SURF REM 4 3/4	SQ YD	10,200.000 X	=	=	=	=
44000500	COMB CURB GUTTER REM	FOOT	2,000.000 X	=	=	=	=
44000600	SIDEWALK REM	SQ FT	3,500.000 X	=	=	=	=
60200105	CB TA 4 DIA T1F OL	EACH	3.000 X	=	=	=	=
60234200	INLETS TA T1F OL	EACH	3.000 X	=	=	=	=
60500050	REMOV CATCH BAS	EACH	6.000 X	=	=	=	=

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60603800	COMB CC&G TB6.12	FOOT	700.000 X				
60608562	COMB CC&G TM4.12	FOOT	1,300.000 X				
67100100	MOBILIZATION	L SUM	1.000 X				
70102620	TR CONT & PROT 701501	L SUM	1.000 X				
70102640	TR CONT & PROT 701801	L SUM	1.000 X				
72000100	SIGN PANEL T1	SQ FT	402.750 X				
72900200	METAL POST TY B	FOOT	588.000 X				
78000400	THPL PVT MK LINE 6	FOOT	1,005.000 X				
78000600	THPL PVT MK LINE 12	FOOT	452.000 X				
78000650	THPL PVT MK LINE 24	FOOT	343.000 X				
78300100	PAVT MARKING REMOVAL	SQ FT	60.000 X				

TOTAL \$

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

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.

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Project M-4003(443)
Various Routes
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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Project M-4003(443)
Various Routes
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.



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 **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Project M-4003(443)
Various Routes
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.

<hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;">Name of Subcontracting Company</p>	
<hr style="width: 80%; margin: 0 auto;"/> <p style="text-align: center;">Authorized Officer</p>	<hr style="width: 20%; margin: 0 auto;"/> <p style="text-align: center;">Date</p>

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. **The forms must be included with each bid.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

Disclosure of the information contained in this Form is required by 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: Signature of Authorized Officer, Date

OWNERSHIP CERTIFICATION

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

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

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



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (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. April 24, 2015. 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. 61B31
COOK County
Section 14-00053-00-RS (Chicago Ridge)
Project M-4003(443)
Various Routes
District 1 Construction Funds**

This project consists of 0.77 miles of resurfacing with HMA binder course and HMA surface course, curb and gutter removal and replacement, sidewalk removal and replacement and patching on Various Routes within the Village of Chicago Ridge.

- 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,
Acting Secretary

**INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS**

Adopted January 1, 2015

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

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

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
101 Definition of Terms	1
102 Advertisement, Bidding, Award, and Contract Execution	2
105 Control of Work	3
106 Control of Materials	5
107 Legal Regulations and Responsibility to Public	6
108 Prosecution and Progress	14
109 Measurement and Payment	15
202 Earth and Rock Excavation	17
211 Topsoil and Compost	19
250 Seeding	20
253 Planting Woody Plants	21
280 Temporary Erosion and Sediment Control	23
312 Stabilized Subbase	24
406 Hot-Mix Asphalt Binder and Surface Course	25
407 Hot-Mix Asphalt Pavement (Full-Depth)	28
420 Portland Cement Concrete Pavement	32
424 Portland Cement Concrete Sidewalk	34
440 Removal of Existing Pavement and Appurtenances	35
502 Excavation for Structures	36
503 Concrete Structures	37
504 Precast Concrete Structures	40
506 Cleaning and Painting New Steel Structures	41
512 Piling	42
516 Drilled Shafts	43
521 Bearings	44
540 Box Culverts	45
588 Bridge Relief Joint System	46
589 Elastic Joint Sealer	48
602 Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, and Reconstruction	49
603 Adjusting Frames and Grates of Drainage and Utility Structures	50
606 Concrete Gutter, Curb, Median, and Paved Ditch	52
610 Shoulder Inlets with Curb	53
639 Precast Prestressed Concrete Sight Screen	54
642 Shoulder Rumble Strips	55
643 Impact Attenuators	56
644 High Tension Cable Median Barrier	58
669 Removal and Disposal of Regulated Substances	60
670 Engineer's Field Office and Laboratory	64

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
701 Work Zone Traffic Control and Protection	65
706 Impact Attenuators, Temporary	68
707 Movable Traffic Barrier	71
708 Temporary Water Filled Barrier	73
730 Wood Sign Support	75
780 Pavement Striping	76
816 Unit Duct	81
836 Pole Foundation	82
860 Master Controller	83
1001 Cement	84
1003 Fine Aggregates	85
1004 Coarse Aggregates	87
1006 Metals	91
1011 Mineral Filler	93
1017 Packaged, Dry, Combined Materials for Mortar	94
1018 Packaged Rapid Hardening Mortar or Concrete	95
1019 Controlled Low-Strength Material (CLSM)	96
1020 Portland Cement Concrete	97
1024 Grout and Nonshrink Grout	136
1030 Hot-Mix Asphalt	137
1040 Drain Pipe, Tile, Drainage Mat, and Wall Drain	142
1042 Precast Concrete Products	143
1069 Pole and Tower	144
1070 Foundation and Breakaway Devices	145
1073 Controller	146
1081 Materials for Planting	147
1082 Preformed Bearing Pads	148
1083 Elastomeric Bearings	149
1088 Wireway and Conduit System	150
1095 Pavement Markings	152
1101 General Equipment	155
1102 Hot-Mix Asphalt Equipment	157
1103 Portland Cement Concrete Equipment	159
1105 Pavement Marking Equipment	160
1106 Work Zone Traffic Control Devices	161

RECURRING SPECIAL PROVISIONS

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

<u>CHECK SHEET #</u>	<u>PAGE NO.</u>
1 X Additional State Requirements for Federal-Aid Construction Contracts	163
2 X Subletting of Contracts (Federal-Aid Contracts)	166
3 X EEO	167
4 Specific EEO Responsibilities Non Federal-Aid Contracts	177
5 Required Provisions - State Contracts	182
6 Asbestos Bearing Pad Removal	188
7 Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	189
8 Temporary Stream Crossings and In-Stream Work Pads	190
9 Construction Layout Stakes Except for Bridges	191
10 Construction Layout Stakes	194
11 Use of Geotextile Fabric for Railroad Crossing	197
12 Subsealing of Concrete Pavements	199
13 Hot-Mix Asphalt Surface Correction	203
14 Pavement and Shoulder Resurfacing	205
15 Reserved	206
16 Patching with Hot-Mix Asphalt Overlay Removal	207
17 Polymer Concrete	208
18 PVC Pipeliner	210
19 Pipe Underdrains	211
20 Guardrail and Barrier Wall Delineation	212
21 Bicycle Racks	216
22 Reserved	218
23 Temporary Portable Bridge Traffic Signals	219
24 Work Zone Public Information Signs	221
25 Nighttime Inspection of Roadway Lighting	222
26 English Substitution of Metric Bolts	223
27 English Substitution of Metric Reinforcement Bars	224
28 Calcium Chloride Accelerator for Portland Cement Concrete	225
29 Reserved	226
30 Quality Control of Concrete Mixtures at the Plant	227
31 X Quality Control/Quality Assurance of Concrete Mixtures	235
32 Digital Terrain Modeling for Earthwork Calculations	251
33 Pavement Marking Removal	253
34 Preventive Maintenance – Bituminous Surface Treatment	254
35 Preventive Maintenance – Cape Seal	260
36 Preventive Maintenance – Micro-Surfacing	275
37 Preventive Maintenance – Slurry Seal	286
38 Temporary Raised Pavement Markers	296
39 Restoring Bridge Approach Pavements Using High-Density Foam	297

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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

Table of Contents

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved	301
LRS 2	<input type="checkbox"/> Furnished Excavation	302
LRS 3	<input checked="" type="checkbox"/> Work Zone Traffic Control Surveillance	303
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	304
LRS 5	<input type="checkbox"/> Contract Claims	305
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	306
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	312
LRS 8	Reserved	318
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	319
LRS 10	Reserved	320
LRS 11	<input type="checkbox"/> Employment Practices	321
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	323
LRS 13	<input type="checkbox"/> Selection of Labor	325
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	326
LRS 15	<input type="checkbox"/> Partial Payments	329
LRS 16	<input type="checkbox"/> Protests on Local Lettings	330
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program.....	331
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	332

TABLE OF CONTENTS

LOCATION OF PROJECT 1
DESCRIPTION OF PROJECT 1
VANDALISM..... 1
STATUS OF UTILITIES TO BE ADJUSTED 2
TRAFFIC CONTROL PLAN..... 4
MAINTENANCE OF ROADWAYS (DIST 1) 5
DETECTABLE WARNINGS..... 6
PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL..... 8
PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT..... 9
HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT 10
CLASS D PATCHES, TYPE III, 6-INCH (SPECIAL)..... 11
DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED 12
DRAINAGE & UTILITY STRUCTURES ADJUSTMENT (SPECIAL) 13
DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED 14
CLASS D PATCHES, 10-INCH, SPECIAL..... 15
ADJUSTMENTS AND RECONSTRUCTIONS (D-1) 16
AGGREGATE SUBGRADE IMPROVEMENT (D-1) 17
DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)..... 20
GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1) 22
HMA MIXTURE DESIGN REQUIREMENTS (D-1) 24
HOT MIX ASPHALT – QUANTITY CORRECTION (BMPR) 39
PUBLIC CONVENIENCE AND SAFETY (DIST 1)..... 40
RECLAIMED ASPAHLT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (D-1) 41

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	116	<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 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS

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

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240		Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099		Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274		Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192		Automated Flagger Assistance Device	Jan. 1, 2008	
80173	117	X Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310		Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341		Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2015
80294		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	April 1, 2014
80311		Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80334	120	X Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	Aug. 1, 2014
80277		Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	121	X Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	124	X Contract Claims	April 1, 2014	
* 80029	125	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	136	X Equal Employment Opportunity	April 1, 2015	
80265	140	X Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229		Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329		Glare Screen	Jan. 1, 2014	
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	144	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322		Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov. 1, 2013	Nov. 1, 2014
80323		Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits – Jobsite Sampling	Nov. 1, 2014	April 1, 2015
80348	146	X Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315		Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351		Light Tower	Jan. 1, 2015	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324		LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325		LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342		Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337		Paved Shoulder Removal	April 1, 2014	
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	
80298		Pavement Marking Tape Type IV	April 1, 2012	
80254	151	X Pavement Patching	Jan. 1, 2010	
80352		Pavement Striping - Symbols	Jan. 1, 2015	
* 80359		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	

<u>File Name</u>	<u>Pg.</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
* 80353		Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338		Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343		Precast Concrete Handhole	Aug. 1, 2014	
80300		Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	152	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	Jan. 2, 2015
80350	153	X Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327		Reinforcement Bars	Nov. 1, 2013	
80344		Rigid Metal Conduit	Aug. 1, 2014	
* 80354	155	X Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340		Speed Display Trailer	April 2, 2014	
80127		Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317		Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355		Temporary Concrete Barrier	Jan. 1, 2015	
80301		Tracking the Use of Pesticides	Aug. 1, 2012	
80356		Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338		Training Special Provisions	Oct. 15, 1975	
80318		Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80345		Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357		Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
* 80346		Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	156	X Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	158	X Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289		Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	159	X Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 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>
80292	Coarse Aggregate in Bridge Approach Slabs/Footings	Articles 1004.01(b) and 1004.02(f)	April 1, 2012	April 1, 2013
80303	Granular Materials	Articles 1003.04, 1003.04(c), and 1004.05(c)	Nov. 1, 2012	
80330	Pavement Marking for Bike Symbol	Article 780.14	Jan. 1, 2014	
80331	Payrolls and Payroll Records	Recurring CS #1 and #5	Jan. 1, 2014	
80332	Portland Cement Concrete – Curing of Abutments and Piers	Article 1020.13	Jan. 1, 2014	
80326	Portland Cement Concrete Equipment	Article 1103.03(a)(5)	Nov. 1, 2013	
80281	Quality Control/Quality Assurance of Concrete Mixtures	Recurring CS #31	Jan. 1, 2012	Jan. 1, 2014
80283	Removal and Disposal of Regulated Substances	Articles 669.01, 669.08, 669.09, 669.14, and 669.16	Jan. 1, 2012	Nov. 2, 2012
80319	Removal and Disposal of Surplus Materials	Article 202.03	Nov. 2, 2012	
80307	Seeding	Article 250.07	Nov. 1, 2012	
80339	Stabilized Subbase	Article 312.06	April 1, 2014	
80333	Traffic Control Setup and Removal Freeway/Expressway	Articles 701.18(l) and 701.19(a)	Jan. 1, 2014	

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

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

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2015 (as indicated on the check sheet included herein), and the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and "Standard Specifications for Water and Sewer Main Construction in Illinois", in effect on the date of invitation for bids. These Special Provisions included herein apply to and govern the proposed improvement designated as **107th Street, Menard Avenue, 108th St, and Pleasant Avenue Resurfacing**, and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern.

LOCATION OF PROJECT

This project is located on 107th Street, Menard Avenue, 108th Street and Pleasant Boulevard in the Village of Chicago Ridge, Cook County, Illinois. The project begins at Princess Avenue at Sta. 17+16 and ends at Central Avenue at Sta. 64+13. There is an omission from Sta. 37+11 to Sta. 47+00. The gross length of the project is 5,380 feet (1.03 miles). The net length of the project is 4,065 feet (0.77 miles).

DESCRIPTION OF PROJECT

The work consists of hot-mix asphalt surface removal, hot-mix asphalt binder course, hot-mix asphalt surface course, curb and gutter removal and replacement, sidewalk removal and replacement, drainage structure adjustment, new drainage structures, landscape restoration and all collateral work necessary to complete the improvement as shown on the plans and as described herein.

VANDALISM

Any defaced work shall be corrected or replaced by the Contractor at his sole expense prior to final payment. The Department and Village shall cooperate with the Contractor to minimize vandalism, but the Contractor shall be ultimately responsible to correct any damage. The Department and Village will not be responsible for the security of the work site in this regard, other than normal patrolling and response to emergencies. The cost of additional security required to meet this provision shall be solely the Contractor's responsibility.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987
Revised: January 24, 2013

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

<u>Name of Utility</u>	<u>Type</u>	<u>Location</u>	Estimated Duration of Time for the Completion of Relocation or Adjustments
AT&T (Distribution) 1000 Commerce Dr., Floor 1 Oak Brook, IL 60523 Steve Larson Phone: 630-573-5450	Telephone	Aerial facilities in north parkway, various aerial crossings over 107 th Street and at adjoining intersections.	No adjustments required.
Comcast 688 Industrial Drive Elmhurst, IL 60126 Martha Gieras Phone: 630-600-6352	Cable TV	Aerial facilities along north parkway throughout project limits.	No adjustments required.
Commonwealth Edison 25000 S. Governors Hwy. Ilyas Mohiuddin Phone: 708-235-2692	Electricity	Aerial facilities along north parkway throughout project limits.	No adjustments required.
Nicor Gas 1844 Ferry Road Naperville, IL 60563 Constance Lane Phone: 630-388-3830	Natural Gas	Underground facilities located along south parkway.	No adjustments required.

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

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

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

TRAFFIC CONTROL PLAN

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: 701301-04
 701311-03
 701501-06
 701801-05
 701901-03

DETAILS: TC-10, TC-13

SPECIAL PROVISIONS: MAINTENANCE OF ROADWAYS,
PUBLIC CONVIENIENCE AND SAFETY

MAINTENANCE OF ROADWAYS (DIST 1)

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.

DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings at locations shown on the plans or as directed by the Engineer.

Materials. The Contractor shall install the Engineered Polymer Composite Replaceable Cast in Place Detectable Warning Plate manufactured by Access Tile (Phone: 888-679-4022), ADA Solutions (Phone: 800-372-0519), or Detectile Corporation (Phone: 630-734-0277). The detectable warning shall be installed in accordance with the manufacturer's recommendations and as shown on the plans and details or as required by the Engineer. Color of the detectable warning shall be approved by the ENGINEER as coordinated with the VILLAGE prior to installation. Once this detectable warning has been approved, only this brand can be used.

Construction Requirements.

Articles 424.08 – 424.12 of the Standard Specifications shall be replaced with the following:

424.08 Curb Ramps. Curb ramps shall be constructed according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG), the Illinois Accessibility Code, and as shown on the plans. Curb ramps shall be constructed to the same thickness as the adjacent sidewalk with a minimum thickness of 100 mm (5 in.).

424.09 Detectable Warnings. The detectable warning shall be installed during the construction of the PCC sidewalk. The top of the plate shall be flush with the surface of the sidewalk. All PCC sidewalk and aggregate subbase installed below the detectable warning shall be considered incidental to the DETECTABLE WARNING. The detectable warning shall be installed according to the manufacturer's specifications.

The detectable warnings shall be installed at curb ramps, medians and pedestrian refuge islands, at-grade railroad crossings, transit platform edges, and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances when permanent traffic control devices are present. The installation shall be an integral part of the walking surface and only the actual domes shall project above the walking surface. The product or method used for installing detectable warnings shall come with the following documents which shall be given to the Engineer prior to use.

- (a) Manufacturer's certification stating the product is fully compliant with the ADAAG.
- (b) Manufacturer's five year warranty.
- (c) Manufacturer's specifications stating the required materials, equipment, and installation procedures. Products that are colored shall be colored their entire thickness. The materials, equipment, and installation procedures used shall be according to the manufacturer's specifications.

424.10 Backfill. After the concrete has been cured, the spaces along the edges of the sidewalk and ramps shall be backfilled with approved material. The material shall be compacted until firm and the surface neatly graded.

424.11 Disposal of Surplus Material. Surplus or waste material shall be disposed of according to Article 202.03.

424.13 Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract unit price per square foot for DETECTABLE WARNINGS which price shall include all materials, labor, and equipment necessary to perform the work as shown in the construction detail and specified herein.

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL

Description. This work shall consist of placing Portland cement concrete sidewalk on a compacted subbase and shall be performed in accordance with Sections 311 and 424 of the Standard Specifications with the following alterations.

Construction Requirements. Sidewalks shall be placed on 2-inches of Subbase Granular Material, Type B for new and existing sidewalks. Expansion joints shall be placed at intervals of not more than 50 feet. At residential driveway apron locations, the depth of concrete shall be increased to 7-inches. All required excavation shall be included. Restoration which shall include 18-inches wide of 4-inches of topsoil, erosion control blanket and Sodding, Salt Tolerant shall be placed in accordance with sections 211, 250 and 280 and be considered included in this line item.

Method of Measurement. Portland cement concrete sidewalk will be measured for payment in place, and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL, which price shall include all required expansion joints, special texturing, variable height edge treatment at sidewalk ramps, additional thickness at driveway aprons, compacted subbase granular material, restoration and required excavation.

PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT

Description. PCC driveway pavement shall be constructed in accordance with the applicable portions of Section 423 of the Standard Specifications and the details shown in the plans.

Prior to placing the 7" of driveway pavement, the Contractor will place any additional compacted CA-6 material, conforming to grade 8 or grade 9, to bring the subgrade to proper elevation. The PCC driveway pavement, of the specified thickness, shall be Portland Cement Concrete meeting the requirements in Section 423 of the Standard Specifications and the PCC Special Provision.

Method of Measurement. PCC driveway pavement will be measured in accordance with the requirements of Article 423.10 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for PORTLAND CEMENT CONCRETE DRIVEWAY REMOVAL AND REPLACEMENT, of the thickness specified, which price shall be payment in full for removal and disposal of the old driveway and constructing this item as specified herein, including any additional excavation, stone, and all saw cutting.

HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

Description. HMA driveway pavement shall be constructed in accordance with the applicable portions of Section 355 of the Standard Specifications and the details shown in the plans.

Prior to placing the 3" of driveway pavement, the Contractor will place any additional compacted CA-6 material, conforming to grade 8 or grade 9, to bring the subgrade to proper elevation. The HMA driveway pavement, of the specified thickness, shall be HMA Surface Course, Mix "D", N50, meeting the requirements in Section 406 of the Standard Specifications and the HMA Special Provision. The surface shall be installed in two lifts with each lift not less than 1.5".

Method of Measurement. The HMA driveway pavement will be measured in accordance with the requirements of Article 355.12 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract unit price per square yard (square meter) for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, of the thickness specified, which price shall be payment in full for removal and disposal of the old driveway and constructing this item as specified herein, including any additional excavation, stone, and all saw cutting.

CLASS D PATCHES, TYPE III, 6-INCH (SPECIAL)

Description. This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type I, Type II, Type III and Type IV have been combined under the pay item CLASS D PATCHES, TYPE III, 6-INCH (SPECIAL).

The existing pavement including the base and surface shall be removed to a depth of six (6) inches and replaced with 6 inches of hot-mix asphalt as specified in Section 406. The surface of the patch shall meet the surface of the existing pavement adjacent to the patch.

All holes, soft places and other defects in the subbase or subgrade shall be corrected by the Contractor by removing the unsuitable material and adding more aggregate subgrade.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, TYPE III, 6-INCH (SPECIAL) which price shall include the removal of the existing pavement base and surface and sub-grade as directed by the engineer and the placement and compaction of the specified hot-mix asphalt.

DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED

Description. This work shall consist of adjusting catch basins, manholes, valve vaults, water valves and inlets with their existing frame and grate in accordance with Section 602 of the Standard Specifications and as specified herein.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. A material specification for the rubber adjustment ring is to be submitted to the ENGINEER for review and approval prior to installation. The rubber ring must meet testing requirements of Section 1043.03 of Standard Specifications. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, water valve or inlet as the case may be.

DRAINAGE & UTILITY STRUCTURES ADJUSTMENT (SPECIAL)

Description. This work shall consist of removing the existing frame and lid, installing a steel plate and backfilling with stone prior to surface removal. Upon construction of the binder course, the STRUCTURE shall be adjusted to final grade. All work shall be done in accordance with Section 602 of the Standard Specifications and as specified herein.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. A material specification for the rubber adjustment ring is to be submitted to the ENGINEER for review and approval prior to installation. The rubber ring must meet testing requirements of Section 1043.03 of Standard Specifications. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES ADJUSTMENT (SPECIAL) The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, water valve or inlet as the case may be.

DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED

Description. This item of work shall consist of partial demolition, repair, and reconstruction of structures whose rim elevations are to be increased or decreased by a height of two (2) feet or greater, as indicated on the plans or as otherwise directed by the Engineer.

Each structure adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all drainage adjustments shall be rubber. A material specification for the rubber adjustment ring is to be submitted to the ENGINEER for review and approval prior to installation. The rubber ring must meet testing requirements of Section 1043.03 of Standard Specifications. The CONTRACTOR shall place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the PCC structure or PCC ring and the bottom of the rubber ring. The CONTRACTOR shall also place a continuous strip 3/8" thick of polyurethane sealer/adhesive between the top of the rubber ring and the bottom of the frame.

Hydraulic cement shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED. The word STRUCTURE shall be understood to mean catch basin, manhole, valve vault, water valve or inlet as the case may be.

CLASS D PATCHES, 10-INCH, SPECIAL

Description. This work shall consist of removal and replacement of existing pavement at locations as directed by the Engineer. This work shall be done in accordance with Section 442 of the Standard Specifications except that the four types, namely Type I, Type II, Type III and Type IV have been combined under the pay item CLASS D PATCHES, 10-INCH, SPECIAL.

The existing pavement including the base and surface shall be removed to a depth of ten (10) inches and replaced with 10 inches of hot-mix asphalt as specified in Section 406. The surface of the patch shall meet the surface of the milled surface.

All holes, soft places and other defects in the subbase or subgrade shall be corrected by the Contractor by removing the unsuitable material and adding more aggregate subgrade.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, 10-INCH, SPECIAL which price shall include the removal of the existing pavement base and surface and sub-grade as directed by the engineer and the placement and compaction of the specified hot-mix asphalt to the milled surface.

ADJUSTMENTS AND RECONSTRUCTIONS (D-1)

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

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

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

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

Revise Article 603.05 to read:

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

Revise Article 603.06 to read:

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

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

Revise the first sentence of Article 603.07 to read:

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

AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012

Revised: November 1, 2014

Add the following Section to the Standard Specifications:

"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

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

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	1031

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01 or CS 02 but shall not exceed 40 percent of the total product. The top size of the Coarse RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01 or CS 02 are used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

303.03 Equipment. The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.

303.04 Soil Preparation. The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

303.05 Placing Aggregate. The maximum nominal lift thickness of aggregate gradations CS 01 or CS 02 shall be 24 in. (600 mm).

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP

is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

303.07 Compaction. All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.09 Method of Measurement. This work will be measured for payment according to Article 311.08.

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

Add the following to Section 1004 of the Standard Specifications:

“1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.

- (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
- (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
- (c) Gradation.
 - (1) The coarse aggregate gradation for total subgrade thicknesses of 12 in. (300 mm) or greater shall be CS 01 or CS 02.

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

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

CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02		100	80 ± 10	25 ± 15	

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

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

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

Add the following to Article 603.02 of the Standard Specifications:

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

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

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

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

Revise Article 603.07 of the Standard Specifications to read:

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

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

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

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

Placement shall be according to the manufacturer's specifications.

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

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

Effective: June 26, 2006
Revised: January 1, 2013

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

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

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

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

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

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

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

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

“(c) RAP Materials (Note 3)1031”

Add the following note to 1030.02 of the Standard Specifications:

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

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013

Revised: November 1, 2014

1) Design Composition and Volumetric Requirements

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

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

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

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

“The mixture composition used shall be IL-19.0.”

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1/ Uses 19.0L binder mix.

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

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

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

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

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

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

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

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

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

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

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

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.
- 3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.
- 4/ The maximum percent passing the #635 (20 μm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.
- 6/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

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

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

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

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

VOLUMETRIC REQUIREMENTS High ESAL				
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				

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

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

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

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

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

“(3) SMA Mixtures.

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

- 1/ Maximum draindown shall be 0.3 percent. The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30 °F.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ Blending of different types of aggregate will not be permitted. For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.

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

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

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

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

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

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

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

"Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture	Low ESAL Mixture	
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

- Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.
- Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.
- Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.
- Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures."

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

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

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

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

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

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

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

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

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

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

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

- 1/ Based on washed ignition oven.
- 2/ Does not apply to IL-4.75.
- 3/ SMA also requires the 3/8 in. (9.5 mm) sieve."

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

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

2) Design Verification and Production

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

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

- AASHTO T 324 Hamburg Wheel Test
- AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

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

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

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

Illinois Modified AASHTO T 324 Requirements ^{1/}

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

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

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

For IL 4.75mm Designs (N-50) the maximum rut depth is 9.0mm at 15,000 repetitions.

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

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

“(a) High ESAL, IL-4.75, WMA, and SMA Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for SMA mixtures it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000

tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures".

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

Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable. After any JMF adjustment, the JMF shall become the Adjusted Job Mix Formula (AJMF). Upon completion of the first acceptable test strip, the JMF shall become the AJMF regardless of whether or not the JMF has been adjusted. If an adjustment/plant change is made, the Engineer may require a new test strip to be constructed. If the HMA placed during the initial test strip is determined to be unacceptable to remain in place by the Engineer, it shall be removed and replaced.

The limitations between the JMF and AJMF are as follows.

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

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

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

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

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

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

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

“(b) Low ESAL Mixtures.”

Add the following to Article 1030.06 of the Standard Specifications:

“(c) Hamburg Wheel Test. All HMA mixtures shall be sampled within the first 500 tons (450 metric tons) on the first day of production or during start up with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day’s production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract. The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria”

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

Method of Measurement:

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

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

Basis of Payment.

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

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

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

HOT MIX ASPHALT – QUANTITY CORRECTION (BMPR)

Effective: October 1, 2014

Revised: October 2, 2014

Revise the fifth paragraph of Article 406.13(b) of the Standard Specifications to read as follows:

“HMA and Stone Matrix Asphalt (SMA) mixture in excess of 103 percent of the quantity shown on the plans or the plan quantity as specified by the Engineer will not be measured for payment. The “adjusted quantity to be placed” and the “adjusted pay quantity” for HMA and SMA mixtures will be calculated as follows.

Adjusted Quantity To Be Placed = C x quantity shown on the plans or the plan quantity as specified by the Engineer

where: C = English: $C = \frac{G_{mb} \times 46.8}{U}$ Metric: $C = \frac{G_{mb} \times 24.99}{U}$

and where: G_{mb} = average bulk specific gravity from approved mix design
U = unit weight of HMA shown on the plans in lb/sq yd/in.
(kg/sq m/25 mm), used to estimate plan quantity
46.8 = English constant
24.99 = metric constant

Adjusted Pay Quantity (not to exceed 103 percent of the quantity shown on the plans or the plan quantity as specified by the Engineer) = B x HMA tons actually placed

where: $B = \frac{1}{C}$

If project circumstances warrant a new mix design, the above equations shall be used to calculate the adjusted plan quantity and adjusted pay quantity for each mix design using its respective average bulk specific gravity.”

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: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including

unprocessed RAP and FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

- (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the FRAP will be used in.
- (2) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low ESAL) or equivalent mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed (FRAP) prior to testing. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

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

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

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

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
 - (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
 - (2) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
 - (3) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

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

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

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

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

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

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

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

Parameter	FRAP
No. 4 (4.75 mm)	$\pm 6 \%$
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 Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)" or Illinois Modified AASHTO T-164-11, Test Method A.

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

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

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

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

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

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

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

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

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

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

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

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

- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP 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/}	Maximum % ABR		
	Binder/Leveling Binder	Surface	Polymer Modified ^{3/}
30L	50	40	10
50	40	35	10
70	40	30	10
90	40	30	10 ^{4/}
4.75 mm N-50			30
SMA N-80			20

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

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

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

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

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

(1) Dryer Drum Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.
- c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

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

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of

RAP or FRAP in aggregate surface course and aggregate shoulders shall be as follows.

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



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Report of Paving Cores Performed

Paving Coring

**107th Street, Austin
Avenue, Pleasant
Boulevard, and Menard
Avenue**

Chicago Ridge, IL

**Christopher B.
Burke Engineering,
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GEOTECHNICAL GROUP

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Local Office
August 28, 2014

Mr. Andrew Pufundt, P.E.
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road Suite 600
Rosemont, IL 60018-4920

Re: L-81,836
Pavement Coring
107th Street, Austin Avenue, Pleasant Boulevard, and Menard Avenue
Chicago Ridge, IL

Dear Mr. Pufundt:

This report presents results of pavement cores performed along 107th Street between Princess Avenue and Austin Avenue; along Menard Avenue, 108th Street, and Pleasant Boulevard between 107th Street and South Central Avenue; and along Austin Avenue between 107th Street and West 111th Street in Chicago Ridge, Illinois. These geotechnical services have been provided in accordance with TSC Proposal No. 52,976 - Revised and dated June 12, 2014 and the attached General Conditions (as modified for CBBEL), incorporated herein by reference.

It is understood that pavement rehabilitation and/or reconstruction is planned for the above-mentioned roadway sections. The project site is located approximately six miles south of Midway Airport and extends approximately: 0.4 mile along 107th Street, 0.5 mile along Austin Avenue, and 0.4 mile along the Menard Avenue -108th Street - Pleasant Boulevard section for a total of 1.3 miles. All of the subject streets and avenues consist of two traffic lanes of asphalt pavements with shoulders. 107th Street was noted as being in fair to poor condition with traverse and alligator cracking and patching being prevalent. Austin Avenue was noted as being in fair to poor condition with longitudinal cracking present. The Menard - 108th Street - Pleasant Boulevard section was noted as being in fair to very poor condition with longitudinal and traverse cracking, severe alligator cracking and patching prevalent.

Work performed for this study included: taking four (4) pavement cores along 107th Street, four (4) pavement cores along the section of Menard Avenue - 108th Street - Pleasant Boulevard, and five (5) pavement cores along Austin Avenue. Reference is made to the Core Location Plan included with this report.

The pavement cores were taken using a 4" diameter core barrel with an impregnated diamond matrix bit. Granular base course materials were also obtained with a geo-probe to determine its thickness, with subgrade samples taken to a depth of approximately 2 feet below the top of pavement. The core holes were immediately patched to preclude possible hazards to the public.

The pavement cores and aggregate samples were examined by a construction material's 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.

Subgrade soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the Unified Soil Classification System. Laboratory testing included water content determinations for all cohesive and intermediate (silt or loamy) soil types along with dry unit weight determinations on cohesive fills. An estimate of unconfined compressive strength was obtained for all cohesive soils using a calibrated pocket penetrometer. The soil descriptions at the core locations are summarized on the attached sheet titled "Subgrade Test Results." The depth of the samples are referenced to the top of the pavement (in feet).

Pavement Core Results

Results of the thirteen (13) pavement cores are summarized in the following table, i.e., asphalt and base course total thicknesses. Core locations are also indicated.

SUMMARY OF CORE RESULTS

Core Location	Core No.	Asphalt Thickness* (in)	Crushed Stone Base Course Thickness** (in)
107 th Street between Princess Avenue and Oak Avenue	1	4¼	10
107 th Street between Lombard Avenue and Moody Avenue	2	5	8
107 th Street between Moody Avenue and Lyman Avenue	3	4½	6
107 th Street between McVicker Avenue and Austin Avenue	4	3½	6
Menard Avenue between 107 th Street and 108 th Street	5	3½ #	10
108 th Street between Menard Avenue and Massasoit Avenue	6	9½	4
Pleasant Boulevard between Major Avenue and Parkside Avenue	7	10½	No Base Course
Pleasant Boulevard between Parkside Avenue and South Central Avenue	8	13¾ #	3
Austin Avenue between West 111 th Street and West 110 th Street	9	12	4
Austin Avenue between West 110 th Street and West 109 th Street	10	5½	9



Core Location	Core No.	Asphalt Thickness* (in)	Crushed Stone Base Course Thickness** (in)
Austin Avenue between West 110 th and West 109 th Street	11	6¼	6
Austin Avenue between West 108 th Street and West 109 th Street	12	4	11
Austin Avenue between West 107 th Street and West 108 th Street	13	4	12

* Total asphalt thicknesses rounded to the nearest ¼ inch.

** Base course thicknesses rounded to the nearest 1 inch.

Approximate pavement thickness due to the deteriorated condition of bituminous courses.

Cores 1 through 4 were taken along 107th Street between Princess Avenue and Menard Avenue at the locations listed in the above summary of core results table. They revealed 4 to 5 inches bituminous pavement overlying 6 to 10 inches of crushed stone base course. Examination of the core samples revealed 2 to 3 bituminous surface courses overlying one binder course. Fabric was noted between the first and second bituminous surface courses in Cores 1, 2, and 3. It was also noted that in Core 1, the 2nd and 3rd surface bituminous courses, were not bonded.

Cores 5 through 8 were taken along Menard Avenue, 108th Street, and Pleasant Boulevard between 107th Street and South Central Avenue at the locations listed in the above summary of core results table. They revealed 3 to 14 inches bituminous pavement overlying 3 to 10 inches of crushed stone base course with the exception of no base course found at Core 7 location. Examination of the core samples revealed 2 to 3 bituminous surface courses overlying 1 to 3 binder courses. Fabric was noted between the first and second bituminous surface courses in all cores. It was also noted that Core 5 bituminous surface course and binder course were not bonded and Core 8 that the 1st and 2nd bituminous surface courses were not bonded.

Cores 9 through 13 were taken along Austin Avenue between West 107th Street and West 111th Street at the locations listed in the above summary of core results table. They revealed 4 to 12 inches bituminous pavement overlying 4 to 12 inches of crushed stone base course. Examination of the core samples revealed 2 to 4 bituminous surface courses overlying 1 to 3 binder courses. It was noted at Core 11 the single bituminous binder course was above the last bituminous surface course. Fabric was noted between the first and second bituminous surface courses in all cores.

The underlying subgrade soils at the Core 2, 5 - 8, 10, and 11 locations were classified as fill soils. The fill was variable, consisted of clayey topsoil, silty clay, silty sand, and crushed stone and clay. Samples of the cohesive fill soils exhibited unconfined compressive strengths ranging from 1.0 to greater than 4.5 tons per square foot (tsf) at moisture contents varying from 10 to 24 percent. Samples of native cohesive subgrade soils at Core 3, 12, and 13 locations exhibited compressive



strengths ranging from 2.3 to greater than 4.5 tsf at moisture contents varying from 11 to 26 percent. At Core 4 and 9 locations clayey topsoil was noted below the base course to the exploration limit.

Analysis and Recommendations

It is understood that pavement rehabilitation and/or reconstruction are planned for the subject Streets, Avenues, and Boulevard. Cores 4, 5, and 13 revealed less than 4 inches of asphalt pavement which is considered deficient for milling and resurfacing. Additionally, the base course was absent or less than 6 inches thick at about half the core locations. These thickness would indicate that base course is not reusable and would need to be replaced if the pavement is reconstructed. Therefore a remilling and resurfacing construction would be marginally successful in our opinion and full depth reconstruction is in our opinion a better course of action.

Bituminous materials should conform to an approved IDOT Superpave mix design (N50 typical for residential light duty roads), as well as Standard Specifications for Road and Bridge Construction, Sections 406 and 1032. They should be compacted to between 93 and 97 percent of their theoretical maximum density, as determined by the supplier. The existing bituminous asphalt is not recommended for reused as recycled asphalt (RAP).

Base course materials for anticipated asphalt pavements should conform to IDOT gradation specification CA-6 and be compacted to 95 percent Modified Proctor density or 100 percent of the Standard Proctor (ASTM D 698) maximum density value. If the existing roadway section is removed, the exposed subgrade materials should be tested with a Cone Penetrometer in accordance with the IDOT Subgrade Stability manual to determine if remedial treatment is required. Observations of heavy construction vehicles on subgrade areas or a proof rolling procedure will help to delineate areas which have deficient strength.

Remedial work to the upper subgrade soils will likely be required in order to provide a stable base for pavement construction. This may consists of discing, aerating, and re-compacting exposed subgrade soils. Compaction of the subgrade soils should be to at least 95 percent Standard Proctor density (AASHTO T-99). If paving construction is performed when drying of surficial soils cannot be accomplished, lime stabilization or removal of unstable subgrade and replacement with drier cohesive fill or 1 to 2 feet of granular materials may be required.

A nominal Illinois Bearing Ratio (IBR) value of 3.0 is typically used for the design of asphalt pavements in this area, reflecting a clay subgrade which is likely present. Use of this value assumes that any soft or unstable areas will be remediated, i.e., subgrade stabilized until passing a proof-roll.

Closure

The analysis and recommendations submitted in this report are based upon the data obtained from the thirteen (13) pavement cores performed at the locations indicated on the Coring Location Plan. This report does not reflect any variations which may occur, 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.

Christopher B. Burke Engineering, Ltd.

Roadway Cores - 107th Street, Austin Avenue, Pleasant Boulevard, and Menard Avenue, Chicago Ridge, IL
L-81,836 - August 28, 2014



Please call if there are any questions in regard to this matter or if we may be of further service.

Respectfully submitted,

TESTING SERVICE CORPORATION

A handwritten signature in cursive script that reads "Douglas C. Diefenthal".

Douglas C. Diefenthal, P.E.
Senior Geotechnical Engineer

A handwritten signature in cursive script that reads "Michael V. Machalinski".

Michael V. Machalinski, P.E.
Vice President





TESTING SERVICE CORPORATION

GENERAL CONDITIONS Geotechnical and Construction Services

1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for Client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.

3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.

4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.

5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C. § 6901, et seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.

6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.

8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.

9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnitees provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.



Subgrade Test Results

TESTING SERVICE CORPORATION

457 EAST GUNDERSEN DR. · CAROL STREAM, ILLINOIS 60188-2492 · FAX: (630) 653-2726 · TEL: (630) 653-3920

Client: **Christoph B. Burke Engineering, Ltd.**
 9575 West Higgins Road, Suite 600
 Rosemont, IL 60018-4920

Date Tested	07/17/14
Job Number	L-81,836
Page Number	1 of 2

Project: **107th Street, 108th Street, Austin Avenue, Pleasant Boulevard, and Menard Avenue**
 Chicago Ridge, IL 60415

Test Data					
Location	Depth	Moisture (%)	Qp (tsf)	γ Dry (pcf)	Soil Description
Core 1 107th, Princess to Oak	1.3' - 2.0'	9.9			Dark Brown silty fine sand, moist (SM)
Core 2 107th, Lombard to Moody	1.0' - 2.9'	23.8	1.0		Fill - Black and Brown clayey Topsoil to silty Clay, trace sand and gravel, trace organic, very moist (CL-OL)
Core 3 107th, Moody to Lyman	1.0' - 2.5'	21.9	2.3		Dark Brown and brown silty Clay, trace sand and gravel, moist (CL)
Core 4 107th, McVicker to Austin	0.8' - 2.0'	27.6	1.0		Black clayey Topsoil, trace sand and gravel, very moist (OL)
Core 5 Menard, 107th to 108th	1.2' - 2.0'	10.8	4.3		Fill - Black clayey Topsoil, little sand and crushed stone, trace brick and cinders, moist (OL)
Core 6 108th, Menard to Massasoit	1.2' - 2.0'	21.2	2.3		Fill - Brown gray silty Clay, little sand, trace gravel and cinders, moist (CL)
Core 7 Pleasant Boulevard, Major to Parkside	1.2' - 2.0'	16.6	4.5+		Fill - Dark Brown silty Clay, little sand, trace gravel, moist (CL)
Core 8 Austin, W. 11th to W. 110th	1.3' - 2.0'	10.2			Fill - Brown Silty Sand and Crushed Stone, trace asphalt, very moist, SM-GM

Depth = Feet below top of pavement

Qp = Unconfined compressive strength in tons per square foot based on readings with a calibrated pocket penetrometer

Comments

Subgrade samples taken to approximately 3 feet below top of pavement. R = Offset in feet right of Centerline, L = Offset in feet left of Centerline

Field Technician	Lab Technician	Reviewed By
D. B.	K. R.	D.C.D.



Subgrade Test Results

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2 of 2

Project: **107th Street, 108th Street, Austin Avenue, Pleasant Boulevard, and Menard Avenue**
Chicago Ridge, IL 60415

Test Data					
Location	Depth	Moisture (%)	Qp (tsf)	γ Dry (pcf)	Soil Description
Core 9 Austin, W. 111th to W. 110th	1.4' - 2.0'	24.0	3.0		Black clayey Topsoil, trace sand, moist (OL)
Core 10 Austin, W. 110th to W. 109th	1.2' - 2.0'	14.5			Fill - Brown crushed stone and Clay, very moist (CL-GP)
Core 11 Austin, W. 110th to W. 109th	1.0' - 2.0'	17.3	4.5+		Fill - Brown and gray silty Clay, little sand, trace gravel, moist (CL)
Core 12 Austin, W. 108th to W. 109th	1.3' - 2.0'	10.5	4.5+		Brown silty Clay, little sand, trace gravel, moist (CL)
Core 13 Austin, 107th to 108th	1.3' - 2.0'	25.7	2.8		Brown and gray silty Clay, trace sand and gravel, moist (CL)
Depth = Feet below top of pavement					
Qp = Unconfined compressive strength in tons per square foot based on readings with a calibrated pocket penetrometer					
Comments					
Subgrade samples taken to approximately 3 feet below top of pavement. R = Offset in feet right of Centerline, L = Offset in feet left of Centerline					
Field Technician		Lab Technician		Reviewed By	
D. B.		K. R.		D.C.D.	

PAVEMENT CORE RESULTS

(Each component of pavement section listed from top down.)

- C-1** 107th Street between Princess Avenue and Oak Avenue
- 1.2" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
 - 0.4" Bituminous Asphalt Surface Course (Not Bonded to Underlying Course)
 - 1.1" Bituminous Asphalt Surface Course
 - 1.5" Bituminous Binder Course
 - 4.2" Approximate Total Pavement Thickness**
- 10" Crushed Stone
- C-2** 107th Street between Lombard Avenue and Moody Avenue
- 1.6" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
 - 1.0" Bituminous Asphalt Surface Course
 - 2.4" Bituminous Binder Course
 - 5.0" Total Pavement Thickness**
- 8" Crushed Stone
- C-3** 107th Street between Moody Avenue and Lyman Avenue
- 1.5" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
 - 0.7" Bituminous Asphalt Surface Course
 - 1.1" Bituminous Asphalt Surface Course
 - 1.2" Bituminous Binder Course
 - 4.5" Total Pavement Thickness**
- 6" Crushed Stone
- C-4** 107th Street between McVicker Avenue and Austin Avenue
- 1.4" Fine Bituminous Asphalt Surface Course
 - 0.8" Bituminous Asphalt Surface Course
 - 1.3" Bituminous Binder Course
 - 3.5" Total Pavement Thickness**
- 6" Crushed Stone

PAVEMENT CORE RESULTS

(Each component of pavement section listed from top down.)

C-5 Menard Avenue between 107th Street and 108th Street

1.4" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
0.5" Bituminous Asphalt Surface Course (Not Bonded to Underlying Course)
1.5" Bituminous Binder Course (Partially Deteriorated)
3.4" Total Pavement Thickness

10" Crushed Stone

C-6 108TH Street between Menard Avenue and Massasoit Avenue

1.6" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
1.1" Bituminous Asphalt Surface Course
1.3" Bituminous Binder Course
1.6 Bituminous Binder Course
3.8" Bituminous Binder Course
9.4" Total Pavement Thickness

4" Crushed Stone

C-7 Pleasant Boulevard between Major Avenue and Parkside Avenue

1.1" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
0.5" Bituminous Asphalt Surface Course
1.0" Bituminous Binder Course
2.8" Bituminous Binder Course
5.0" Bituminous Binder Course
10.4" Approximate Total Pavement Thickness

No Base Course

PAVEMENT CORE RESULTS

(Each component of pavement section listed from top down.)

- C-8** Pleasant Boulevard between Parkside Avenue and South Central Avenue
- 1.0" Bituminous Asphalt Surface Course (Partially Deteriorated, Fabric above Underlying Course)
 - 1.2" Bituminous Asphalt Surface Course
 - 1.2" Bituminous Asphalt Surface Course
 - 3.5" Bituminous Binder Course
 - 6.8" Bituminous Binder Course
 - 13.7" Approximate Total Pavement Thickness**
- 3" Crushed Stone
-
- C-9** Austin Avenue between West 111th Street and West 110th Street
- 1.6" Bituminous Asphalt Surface Course
 - 1.1" Bituminous Asphalt Surface Course
 - 2.0" Bituminous Binder Course
 - 2.9" Bituminous Binder Course
 - 4.5" Bituminous Binder Course
 - 12.1" Approximate Total Pavement Thickness**
- 4" Crushed Stone
-
- C-10** Austin Avenue between West 110th Street and West 109th Street
- 1.4" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
 - 0.6" Bituminous Asphalt Surface Course
 - 0.5" Bituminous Asphalt Surface Course
 - 1.0" Bituminous Asphalt Surface Course
 - 1.9" Bituminous-Binder Course
 - 5.4" Approximate Total Pavement Thickness**
- 9" Crushed Stone

PAVEMENT CORE RESULTS

(Each component of pavement section listed from top down.)

C-11 Austin Avenue between West 110th Street and West 109th Street

- 1.6" Bituminous Asphalt Surface Course (Fabric above Underlying Course)
- 0.8" Bituminous Asphalt Surface Course
- 0.4" Bituminous Asphalt Surface Course
- 1.5" Bituminous Asphalt Binder Course
- 1.9" Bituminous Asphalt Surface Course
- 6.2" Approximate Total Pavement Thickness**

- 6" Crushed Stone

C-12 Austin Avenue between West 108th Street and West 109th Street

- 1.5" Bituminous Asphalt Surface Course
- 1.3" Bituminous Asphalt Surface Course
- 1.3" Bituminous Binder Course
- 4.1" Approximate Total Pavement Thickness**

- 11" Crushed Stone

C-13 Austin Avenue between West 107th Street and West 108th Street

- 1.7" Bituminous Asphalt Surface Course
- 0.4" Bituminous Asphalt Surface Course
- 1.8" Bituminous Binder Course
- 3.9" Approximate Total Pavement Thickness**

- 12" Crushed Stone



TESTING SERVICE CORPORATION

Corporate Office

360 South Main Place, Carol Stream, IL 60188-2404
630.462.2600 • Fax 630.653.2988

August 7, 2014

Mr. Andrew Pufundt
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road
Rosemont, IL 60018-4920

RE: L - 81,836A
Potentially Impacted Property Soil Evaluation for LPC-662 and LPC-663 Forms
Pavement Reconstruction
107th Street and Austin Avenue, and Menard Avenue/108th St/Pleasant Boulevard
Chicago Ridge, IL

Dear Mr. Pufundt:

Testing Service Corporation (TSC) has completed a Potentially Impacted Property (PIP) Evaluation, soil sampling and laboratory analyses for the above captioned project. The general scope of work was outlined in TSC's Proposal 52,976 dated June 12th, 2014. TSC was authorized to perform the PIP evaluation on that same day. TSC was requested to evaluate soil to be generated during the pavement reconstruction at the above referenced street locations for disposal at an Uncontaminated Soil Fill Operation (USFO).

Uncontaminated soil, including uncontaminated soil mixed with clean construction or demolition debris (CCDD) accepted at a CCDD fill operation, must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51(f)(2)(B)]. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act [415 ILCS 5/22.51a(d)(2)(B)]. These certifications must be made by a licensed professional engineer or geologist (PE/PG) using the Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

Project Description:

The project source site is the roadway in a predominately residential area located as follows:

- 107th Avenue between Princess Avenue and Austin Avenue,
- Austin Avenue between 107th and 111th Avenues, and
- Menard Avenue/108th Street/Pleasant Boulevard from 107th Street to South Central Avenue

The proposed site activity is the reconstruction of the city roadways.

Records Review

In accordance with Illinois Administrative Code 35 Part 1100, on behalf of the source site owner, TSC evaluated the historical uses of the source site to identify potential contamination sources, both the source site and from adjoining properties, which may cause the source site to be considered a PIP.

TSC researched the history of the property by reviewing historical topographic maps dating back to 1890 and aerial photographs dating back to 1938. Based on this information, the property and the surrounding properties were undeveloped farmed land until after 1938, except for the Holy Sepulchre Cemetery to the south of Austin Avenue which was built after 1924. Some residential development of the area began before 1951 and it was completely subdivided by 1961. The greenhouse at the southwest end of Austin Avenue that is now James Saunoris & Sons Florist was built after 1938. The gas station to the west of Saunoris that was known as Tom's Puff & Stuff was built after 1962 and demolished after 2005. The main building of what is now Landis Plastics, Inc. along Pleasant Boulevard was first built after 1962 and expanded to its present size before 1974. Other buildings on that site were built after 1951. The buildings that are now Shirey Cadillac and Stampede Meat across South Central Avenue east of Pleasant Boulevard were built after 1951.

TSC evaluated current Federal and State environmental agency records for the source site and vicinity by obtaining a Radius Map Report from Environmental Data Resources, Inc. (EDR). Review of the Radius Map Report assists in identifying potential contamination sources, both at the source site and from adjoining properties, which may cause the source site to be considered a PIP. The Radius Map Report was centered on 109th Street in the center of the source site area and the search radius was expanded to encompass the entire source site area.

For the area of the pavement reconstruction on 107th Street from Princess Avenue to Austin Avenue, on Austin Avenue from 107th Street to 110th Street, and on Menard Avenue/108th Street/Pleasant Boulevard from 107th Street to halfway between Major Avenue and Parkside Avenue, the following information applies:

The EDR Radius Map Report does not identify the source site area on any of the reviewed environmental databases.

The EDR Radius Map Report did not identify any adjoining properties to the source site area on the environmental database search.

None of the listings on the Orphan Summary are located near the source site area.

An exception is the listing of the address 10716 Austin Avenue, identified on only the EDR US Historical Cleaners database as Master Carpet Dyers & Cleaners. During the area reconnaissance, this address was found to be a private residence. This address is not suspected of having generated any impacts to the site of the pavement reconstruction.

Based on review of the historical data and site reconnaissance, the Professional Geologist has concluded that the areas previously described are **not** Potentially Impacted Properties.

For the area of the pavement reconstruction on Austin Avenue from 110th Street to 111th Street, the following information applies:

The EDR Radius Map Report identifies three nearby sites that have the potential to impact the source site. James Saunoris & Sons Florist at 6000 West 111th Street is listed in the FINDS and US AIRS environmental databases with no violations indicated. This property is located at the northwest corner of Austin Avenue and 111th St. Holy Sepulchre Cemetery at 6001 West 111th Street is listed in the IL UST and IL BOL environmental databases with no violations indicated. This property is located south of 111th St. Tom's Puff & Stuff, a former gas station and now an empty lot, at 6040 West 111th Street is listed in the environmental databases IL UST, IL BOL, RCRA-SQG, FINDS, and the IL LUST with an NFR recorded on August 16th, 2005 for gasoline. Tom's Puff and Stuff is identified on the RCRA-SQG list as a Small Quantity Generator of D001, ignitable wastes, with no violations found. This property is located 400 feet west of Austin Avenue along 111th St.

Based on the listing of the nearby sites on the noted environmental databases, the area described in the previous paragraph was identified by the Professional Geologist as a Potentially Impacted Property and analytical sampling of the soil was performed.

For the area of the pavement reconstruction on Pleasant Boulevard from halfway between Major Avenue and Parkside Avenue to South Central Avenue, the following information applies:

The EDR Radius Map Report identifies two nearby sites that have the potential to impact the source site. United Meat Provisions, now known as Stampede Meat, at 10841 South Central Avenue is listed in the RCRA-SQG, FINDS, IL UST, and the IL LUST environmental databases with an NFR recorded on May 4th, 1994 for gasoline and no NFR reported for a violation dated August 17, 1994 of fuel oil. United Meat Provisions is identified on the RCRA-SQG list as a Small Small Quantity Generator of D001, ignitable wastes, with no violations found. This facility is located 300 feet south of Pleasant Boulevard. Shirey Cadillac at 10825 Central Avenue is listed on the RCRA-SQG, FINDS, IL UST, IL BOL, and the IL LUST environmental databases with an NFR recorded on June 14th, 2002 for gasoline and used oil. This facility is located 150 feet south of Pleasant Boulevard.

Based on the listing of the nearby sites on the noted environmental databases, the area described in the previous paragraph was identified by the Professional Geologist as a Potentially Impacted Property and analytical sampling of the soil was performed.

Soil Sampling & Analytical Testing

On July 15, 2014, TSC sampled seven locations at a depth of approximately 0-3' at the source site along the roadways of each area based on the site conditions described above. The soil consists predominately of silty clay with trace rocks and gravel. The soil samples were screened using a Mini-RAE 2000 photo-ionization detector (PID), which detected no readings significantly exceeding background conditions of 0.0 ppm. C-8 and C-9, being nearest to the properties that were listed on environmental databases, were therefore selected for analytical testing. Soil samples were placed in laboratory supplied jars and 5035 preserved vials for analysis of BTEX/MTBE, PNAs, Lead, and pH, which include the indicator parameters for releases of gasoline, used oil, and fuel oil. In the absence of any other elevated PID readings, the soil samples C-2, C-5, C-7, C-10, and C-13 were selected based on site representative coverage and were placed in laboratory supplied jars for analysis of pH. All samples were then transported to First Environmental Laboratories, Inc. following standard chain-of-custody procedures.

The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated July 31, 2014. The analytical reports indicate that no Benzene, Toluene, Ethylbenzene, Xylene (BTEX), or MTBE were detected in either sample C-8 or C-9 at the laboratory reporting limits. Polynuclear Aromatic compounds (PNAs) were not detected in C-9 at the laboratory reporting limits. Several PNAs were detected in C-8 above the laboratory reporting limits. Lead was detected in both samples at the laboratory reporting limits. The pH concentration of sample C-2 was 8.09, C-5 was 7.68, C-7 was 7.52, C-8 was 8.52, C-9 was 7.47, C-10 was 8.67, and C-13 was 8.19 and are all within the required range of 6.25-9.0 units.

The analytical results were compared to the Maximum Allowable Concentrations of Chemical Constituents (MACs) listed in 35 IAC 1100 Subpart F. The analytical results obtained from the soil samples indicates that all analyzed parameters meet their respective MACs.

Conclusion:

Based on review of the historical data and site reconnaissance, the Professional Geologist has concluded that the source site area of the pavement reconstruction on 107th Street from Princess Avenue to Austin Avenue, on Austin Avenue from 107th Street to 110th Street, and on Menard Avenue/108th Street/Pleasant Boulevard from 107th Street to halfway between Major Avenue and Parkside Avenue is not a Potentially Impacted Property. For this area, TSC has completed the LPC-662 form for the owner's signature. Please complete and sign the attached LPC-662 form and provide with the analytical data to the Uncontaminated Soil Fill Operation.

Based on review of the historical data and site reconnaissance, the Professional Geologist has concluded that the source site area of the pavement reconstruction on Austin Avenue from 110th Street to 111th Street, and on Pleasant Boulevard from halfway between Major Avenue and Parkside Avenue to South Central Avenue, are Potentially Impacted Properties. Based on the PIP evaluation and the analytical data, the soil is uncontaminated. For this area, a copy of the IEPA Form LPC-663, Uncontaminated Soil Certification, signed by a Licensed Professional Geologist, along with the analytical report and chain of custody, has been completed for disposal and is attached.

If conditions other than those found during the soil exploration are found, please contact us to perform a follow up survey. Also note that although the chemical analysis from the representative samples meet the MACs, disposal facilities screen each load with a PID, which will determine the final acceptance of individual loads.

Chicago Ridge Pavement Reconstruction
L-81,836A - August 7, 2014

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

BKW:AJU:kw

Prepared by:



Aaron J. Ulrey, P.G. #196.001390
Project Geologist

Enc: LPC-662 Form
LPC-663 Form
Boring Location Plan
Analytical Report and Chain of Custody
EDR Radius Map Report
General Conditions



Illinois Environmental Protection Agency

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: Chicago Ridge Pavement Reconstruction Office Phone Number, if available: 847-823-0500

Physical Site Location (Street, Road): 107th Street from Princess Avenue to Austin Avenue, Austin Avenue from 107th Street

City: Chicago Ridge State: IL Zip Code: 60415

County: Cook Township: Worth

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.69410 Longitude: -87.76810
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

GPS Map Interpolation Photo Interpolation Survey Other

Google Earth

IEPA Site Number(s), if assigned: _____ BOL: None BOW: None BOA: None

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Christopher B. Burke Engineering, Ltd.

Name: same

Street Address: 9575 West Higgins Road, Suite 600

Street Address: _____

PO Box: _____

PO Box: _____

City: Rosemont State: IL

City: _____ State: _____

Zip Code: 60018-4920 Phone: 847-823-0500

Zip Code: _____ Phone: _____

Contact: Andrew Pufundt

Contact: _____

Email, if available: apufundt@cbbel.com

Email, if available: _____

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Chicago Ridge Pavement Reconstruction
 Latitude: 41.69410 Longitude: -87.76810
 (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: 40

See attached report for TSC job # 81836. Source site is roadways in a residential subdivision. Review of historical aerial photos and topo maps dating back to 1890 indicate the source site was undeveloped farmland until after 1938. Some residential development of the area began before 1951 and it was completely subdivided by 1961. The EDR Radius Map Report did not identify the site on any reviewed environmental databases. Site reconnaissance by PG 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: 10

Soil samples C-2, C-5, C-7, C-10, and C-13 were collected from the source site and analyzed for pH by First Environmental Laboratories, Inc., an ELAP/NELAC certified laboratory. Analytical report dated 7/15/14 indicates that soil sample C-2 had a pH of 8.09, C-5 had 7.68, C-7 had 7.52, C-10 had 8.67 and C-13 had 8.19.

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 _____ (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
- Operator
- Owner's Duly Authorized Representative
- Operator's Duly Authorized Representative

 Printed Name

 Signature

 Date



Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation
LPC-663

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 professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 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 (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Chicago Ridge Pavement Reconstruction Office Phone Number, if available: 847-823-0500

Physical Site Location (address, including number and street):

Austin Avenue from 110th Street to 111th Street, and Menard Avenue/108th Street/Pleasant Boulevard from halfway between

City: Chicago Ridge State: IL Zip Code: 60415

County: Cook Township: Worth

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: -41.69410 Longitude: -87.76810
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

- GPS Map Interpolation Photo Interpolation Survey Other

Google Earth

IEPA Site Number(s), if assigned: BOL: None BOW: None BOA: None

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: Christopher B. Burke Engineering, Ltd.

Name: Same

Street Address: 9575 West Higgins Road, Suite 600

Street Address:

PO Box:

PO Box:

City: Rosemont State: IL

City: State:

Zip Code: 60018-4920 Phone: 847-823-0500

Zip Code: Phone:

Contact: Andrew Pufundt

Contact:

Email, if available: apufundt@cbbel.com

Email, if available:

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Chicago Ridge Pavement Reconstruction

Latitude: 41.69410 Longitude: -87.76810

Uncontaminated Site Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

- a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located [35 Ill. Adm. Code 1100.610(a)]:

See attached report. Topos & aerial photos show source site undeveloped farmland until after 1938, Some residential development before 1951, completely subdivided by 1961. The EDR Radius Map Report did not identify the site on any reviewed environmental databases.

- b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

Two soil samples (C-8 and C-9) were collected from the site and analyzed for BTEX/MTBE, PNAs, Lead, & pH. Analytical results meet MACs. The sample pH result for C-8 is 8.52 and for C-9 is 7.47.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Aaron Ulrey (name of licensed professional engineer or geologist) certify under penalty of law that the 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. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

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))

Company Name: Testing Service Corporation

Street Address: 360 S. Main Place

City: Carol Stream State: IL Zip Code: 60188

Phone: 630-462-2600

Aaron Ulrey
Printed Name:

Aaron J. Ulrey

8-7-14

Licensed Professional Engineer or
Licensed Professional Geologist Signature:

Date:



P.E. or L.P.G. Seal:



LEGEND
 CORE LOCATION

CORE LOCATION PLAN
 ROADWAY RECONSTRUCTION
 107th ST., 108th ST., AUSTIN AVE. & PLEASANT BLVD.
 CHICAGO RIDGE, ILLINOIS



TESTING SERVICE CORPORATION
 457 EAST GUNDERSEN DRIVE
 CAROL STREAM, ILLINOIS 60188

DRAWN BY: EAD
 CHECKED BY: TRP
 JOB NO.: L-81.836
 DATE: 07-18-14

PAGE NO.
 1 OF 3

LPC-442



CORE LOCATION PLAN
ROADWAY RECONSTRUCTION
 107th ST., 108th ST., AUSTIN AVE. & PLEASANT BLVD.
 CHICAGO RIDGE, ILLINOIS



TESTING SERVICE CORPORATION
 457 EAST GUNDERSEN DRIVE
 CAROL STREAM, ILLINOIS 60188

LEGEND		PAGE NO.
	CORE LOCATION	3 OF 3
DRAWN BY: EAD		
CHECKED BY: TRP		
JOB NO.: L-81,836		
DATE: 07-18-14		

LPC-662

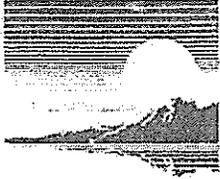
LPC-663



<p>LEGEND</p> <p>● CORE LOCATION</p>	<p>CORE LOCATION PLAN ROADWAY RECONSTRUCTION 107th ST., 108th ST., AUSTIN AVE. & PLEASANT BLVD. CHICAGO RIDGE, ILLINOIS</p>	<p>TESTING SERVICE CORPORATION 457 EAST CONDENSEN DRIVE CAROL STREAM, ILLINOIS 60188</p>	<p>DRAWN BY: EAD</p>	<p>PAGE NO.</p>
			<p>CHECKED BY: TRP</p>	<p>2 OF 3</p>
			<p>JOB NO.: L-81.636</p>	<p>DATE: 07-18-14</p>

RPC-663

RPC-662



**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

July 31, 2014

Mr. Brian Walker
TESTING SERVICE CORP.
360 S. Main Place
Carol Stream, IL 60188

Project ID: 81836
First Environmental File ID: 14-4232
Date Received: July 24, 2014

Dear Mr. Brian Walker:

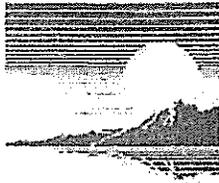
The above referenced project was analyzed as directed on the enclosed chain of custody record.

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 003363: effective 02/18/2014 through 02/28/2015.

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,

Bill Mottashed
Project Manager



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Case Narrative

TESTING SERVICE CORP.

Lab File ID: 14-4232

Project ID: 81836

Date Received: July 24, 2014

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:

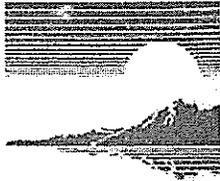
Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
14-4232-001	C-2	7/15/2014 9:00
14-4232-002	C-5	7/15/2014 9:30
14-4232-003	C-7	7/15/2014 10:15
14-4232-004	C-10	7/15/2014 10:45
14-4232-005	C-13	7/15/2014 11:30
14-4232-006	C-8	7/15/2014 13:00
14-4232-007	C-9	7/15/2014 13:30

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.



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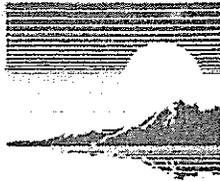
Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-2
Sample No: 14-4232-001

Date Collected: 07/15/14
Time Collected: 9:00
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 07/25/14				
pH @ 25°C, 1:2	8.09		Units	

Method: 9045C



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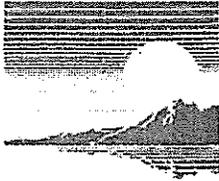
1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-5
Sample No: 14-4232-002

Date Collected: 07/15/14
Time Collected: 9:30
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2	7.68		Units	
Analysis Date: 07/25/14				
	Method: 9045C			



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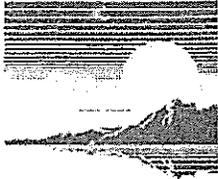
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Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-7
Sample No: 14-4232-003

Date Collected: 07/15/14
Time Collected: 10:15
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 07/25/14	Method: 9045C			
pH @ 25°C, 1:2	7.52		Units	



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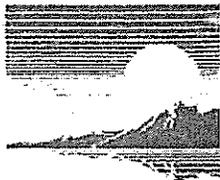
1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-10
Sample No: 14-4232-004

Date Collected: 07/15/14
Time Collected: 10:45
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 07/25/14	Method: 9045C			
pH @ 25°C, 1:2	8.67		Units	



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Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

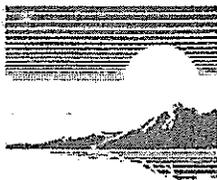
1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-13
Sample No: 14-4232-005

Date Collected: 07/15/14
Time Collected: 11:30
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
pH @ 25°C, 1:2				
Analysis Date: 07/25/14	Method: 9045C			
pH @ 25°C, 1:2	8.19		Units	



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Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

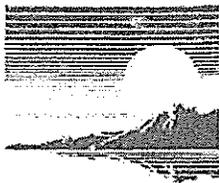
1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 81836
Sample ID: C-8
Sample No: 14-4232-006

Date Collected: 07/15/14
Time Collected: 13:00
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540B				
Analysis Date: 07/28/14				
Total Solids	87.00		%	
BTEX Organic Compounds Method: 5035A/8260B				
Analysis Date: 07/30/14				
Benzene	< 5.0	5.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 07/30/14				
Preparation Method 3540C				
Preparation Date: 07/29/14				
Acenaphthene	101	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	233	50	ug/kg	
Benzo(a)anthracene	203	8.7	ug/kg	
Benzo(a)pyrene	220	15	ug/kg	
Benzo(b)fluoranthene	250	11	ug/kg	
Benzo(k)fluoranthene	194	11	ug/kg	
Benzo(ghi)perylene	85	50	ug/kg	
Chrysene	284	50	ug/kg	
Dibenzo(a,h)anthracene	22	20	ug/kg	
Fluoranthene	471	50	ug/kg	
Fluorene	86	50	ug/kg	
Indeno(1,2,3-cd)pyrene	103	29	ug/kg	
Naphthalene	92	25	ug/kg	
Phenanthrene	336	50	ug/kg	
Pyrene	427	50	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 07/28/14				
Preparation Method 3050B				
Preparation Date: 07/28/14				
Lead	13.2	0.5	mg/kg	
pH @ 25°C, 1:2 Method: 9045C				
Analysis Date: 07/25/14				
pH @ 25°C, 1:2	8.52		Units	



**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: 81836
Sample ID: C-9
Sample No: 14-4232-007

Date Collected: 07/15/14
Time Collected: 13:30
Date Received: 07/24/14
Date Reported: 07/31/14

Analyte	Result	R.L.	Units	Flags
Solids, Total Method: 2540B				
Analysis Date: 07/28/14				
Total Solids	79.08		%	
BTEX Organic Compounds Method: 5035A/8260B				
Analysis Date: 07/30/14				
Benzene	< 5.0	5.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 07/30/14				
Preparation Method 3540C Preparation Date: 07/29/14				
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	< 8.7	8.7	ug/kg	
Benzo(a)pyrene	< 15	15	ug/kg	
Benzo(b)fluoranthene	< 11	11	ug/kg	
Benzo(k)fluoranthene	< 11	11	ug/kg	
Benzo(ghi)perylene	< 50	50	ug/kg	
Chrysene	< 50	50	ug/kg	
Dibenzo(a,b)anthracene	< 20	20	ug/kg	
Fluoranthene	< 50	50	ug/kg	
Fluorene	< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene	< 29	29	ug/kg	
Naphthalene	< 25	25	ug/kg	
Phenanthrene	< 50	50	ug/kg	
Pyrene	< 50	50	ug/kg	
Total Metals Method: 6010C				
Analysis Date: 07/28/14				
Preparation Method 3050B Preparation Date: 07/28/14				
Lead	27.3	0.5	mg/kg	
pH @ 25°C, 1:2 Method: 9045C				
Analysis Date: 07/25/14				
pH @ 25°C, 1:2	7.47		Units	



First Environmental Laboratories, Inc.

First Environmental Laboratories
 1600 Shore Road, Suite D
 Naperville, Illinois 60563
 Phone: (630) 778-1200 • Fax: (630) 778-1233
 E-mail: firstinfo@firstenv.com
 IEPA Certification #100292

CHAIN OF CUSTODY RECORD

Company Name: Testing Services Corp
 Street Address: 350 S. Main Street
 City: Crest Station State: DC Zip: 20180
 Phone: 630 462 2600 Fax: 630 462 2600
 e-mail: blawie@testing.com
 Send Report To: Alma Wolk Via Fax e-mail
 Sampled By: A. B. [Signature]

Project I.D.: 81836
 P.O. #: 81836

Analyses

Matrix Codes: S = Soil W = Water O = Other	Date/Time Taken	Sample Description	Matrix	Comments	Lab I.D.
	7-15-14 9:00	C-2	S		14-4252-001
	9:30	C-5			002
	10:15	C-7			003
	10:45	C-10			004
	11:30	C-13			005
	12:00	C-8			006
	12:30	C-9			007

FOR LAB USE ONLY:

Cooler Temperature: 0.1-6°C Yes No 3.6 °C
 Received within 6 hrs. of collection: _____
 Ice Present: Yes No

Sample Refrigerated: Yes No
 Refrigerator Temperature: _____ °C
 5035 Vials Frozen: Yes No
 Freezer Temperature: _____ °C

Preservation Requirements Met: Yes No
 Need to meet: IL TACO IN RISC

Notes and Special Instructions:

Relinquished By: [Signature] Date/Time: 7-15-14 2:45 Received By: [Signature] Date/Time: 7-15-14 2:45
 Relinquished By: [Signature] Date/Time: 7-24-14 16:10 Received By: [Signature] Date/Time: 7-27-14 16:10

Pavement Reconstruction
107th Street and Austin Avnue
Chicago Ridge, IL 60415

Inquiry Number: 3976043.2s
June 17, 2014

EDR Summary Radius Map Report



6 Armstrong Road, 4th floor
Shelton, CT 06484
Toll Free: 800.352.0050
www.edrnet.com

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Executive Summary	ES1
Overview Map	2
Detail Map	3
Map Findings Summary	4
Map Findings	8
Orphan Summary	55
Government Records Searched/Data Currency Tracking	GR-1

GEOCHECK ADDENDUM

GeoCheck - Not Requested

Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc (EDR). The report was designed to assist parties seeking to meet the search requirements of EPA's Standards and Practices for All Appropriate Inquiries (40 CFR Part 312), the ASTM Standard Practice for Environmental Site Assessments (E 1527-13) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

107TH STREET AND AUSTIN AVNUE
CHICAGO RIDGE, IL 60415

COORDINATES

Latitude (North): 41.6941000 - 41° 41' 38.76"
Longitude (West): 87.7681000 - 87° 46' 5.16"
Universal Transverse Mercator: Zone 16
UTM X (Meters): 436082.1
UTM Y (Meters): 4615885.5
Elevation: 618 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP
Source: USGS 7.5 min quad index

Target Property: E
Source: USGS 7.5 min quad index

AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2012
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
 107TH STREET AND AUSTIN AVENUE
 CHICAGO RIDGE, IL 60415

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft.) DIRECTION
A1	SAUNONIS GARDEN CENT	6000 W. 111TH STREET	FINDS, US AIRS	Lower	1167, SSW
2		10716 AUSTIN AVE	EDR US Hist Cleaners	Lower	1264, NNW
3	HOLY SEPULCHRE CEMET	6001 W 111TH ST	IL UST, IL BOL	Lower	1368, South
A4	KENNEY, THOMAS	6040 WEST 111TH ST.	IL LUST	Lower	1412, SSW
A5	TOM'S PUFF & STUFF	6040 W 111TH ST	IL UST, IL BOL	Lower	1412, SSW
6	TOMS PUFF & STUFF	6040 W 11TH ST	RCRA-SQG, FINDS	Lower	1446, SSW
7	FINLEY JR HIGH SCHOO	10835 S LOMBARD AVE	RCRA NonGen / NLR	Lower	1626, West
8		6154 111TH ST	EDR US Hist Auto Stat	Higher	1817, SW
9		5712 111TH ST	EDR US Hist Auto Stat	Higher	2007, SE
10		11012 PARKSIDE AVE	EDR US Hist Auto Stat	Lower	2185, ESE
B11	CHICAGO RIDGE AUTO R	5630 W 111TH ST	RCRA-CESQG, FINDS	Higher	2343, ESE
B12		5630 111TH ST	EDR US Hist Auto Stat	Higher	2351, ESE
C13	TOMARAS, TOM	6254 WEST 111TH ST.	IL LUST	Lower	2399, WSW
C14	ROYAL PALACE BANQUET	6254 W 111TH ST	IL UST	Lower	2399, WSW
D15	UNITED MEAT PROVISIO	10841 SOUTH CENTRAL	IL LUST	Lower	2407, East
D16	UNITED PROVISIONS IN	10841 S CENTRAL AVE	RCRA-SQG, FINDS	Lower	2407, East
D17	UNITED PROVISIONS IN	10841 S CENTRAL AVE	IL UST	Lower	2407, East
E18	PALMER COLLISION EXP	10901 S CENTRAL AVE	RCRA-SQG, FINDS	Lower	2415, East
E19		10901 CENTRAL AVE	EDR US Hist Auto Stat	Lower	2415, East
D20	SHIREY CADILLAC	10825 CENTRAL AVE	RCRA-SQG, FINDS	Lower	2426, East
D21	FRANK SHIREY CADILLA	10825 S CENTRAL AVE	IL UST, IL BOL	Lower	2426, East
D22	FRANK SHIREY CADILLA	10825 SOUTH CENTRAL	IL LUST	Lower	2426, East
B23		5600 111TH ST	EDR US Hist Auto Stat	Higher	2432, ESE
E24		10933 CENTRAL AVE	EDR US Hist Auto Stat	Lower	2436, East
25	BERRY PLASTICS CORP	10800 S CENTRAL AVE	RCRA-SQG, FINDS	Lower	2448, ENE
26		5625 107TH ST	EDR US Hist Auto Stat	Lower	2476, NE
F27		10748 CENTRAL AVE	EDR US Hist Auto Stat	Lower	2558, ENE
F28		10746 CENTRAL AVE	EDR US Hist Auto Stat	Lower	2566, ENE
G29	BRZUSZKIEWICZ AUTO R	10933 SOUTH CENTRAL	IL INST CONTROL, IL SRP	Lower	2577, East
G30	CARS COLLISION CENTE	10933 S CENTRAL AVE	RCRA-SQG, FINDS, WI MANIFEST	Lower	2577, East
31		10926 OXFORD AVE	EDR US Hist Auto Stat	Lower	2638, West
H32	RITE-WAY MASONRY	5535 WEST 110TH ST.	IL LUST	Lower	2839, ESE
H33	ATLANTIC PRESS	5501 WEST 110TH ST.	IL LUST	Lower	2996, ESE
34	CIRCLE K #6766	6358 WEST 111TH STRE	IL LUST, IL UST	Lower	3020, WSW
35	ALLSIGN CORP.L	5501 WEST 109TH ST.	IL LUST	Lower	3044, East
36	PAULS SUPPLY CO	11120 RICHLAND AVE	IL LUST, IL BOL	Lower	3153, WSW
I37	JERIES TADROS	10659 SOUTH RIDGELAN	IL LUST, IL UST	Lower	3416, WNW
I38	TURTLE WAX APPEARANC	10652 RIDGELAND AVEN	IL SRP, IL BOL	Lower	3578, WNW
J39	WIEGEL, ANN M., ESTA	5438 WEST 111TH STRE	IL LUST	Lower	3647, ESE

MAPPED SITES SUMMARY

Target Property Address:
107TH STREET AND AUSTIN AVNUE
CHICAGO RIDGE, IL 60415

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft.) DIRECTION
J40	WIEGEL, ANN M., ESTA	5430 WEST 111TH STRE	IL LUST	Lower	3687, ESE
41	CHICAGO RIDGE PARK D	6252 WEST BURNINGHAM	IL LUST	Lower	3776, NW
42	WORTH, VILLAGE OF	10934 NEENAH ST	IL LUST, IL BOL	Lower	3942, West

EXECUTIVE SUMMARY

TARGET PROPERTY SEARCH RESULTS

The target property was not listed in any of the databases searched by EDR.

SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were identified in the following databases.

Elevations have been determined from the USGS Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. Sites with an elevation equal to or higher than the target property have been differentiated below from sites with an elevation lower than the target property. Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in *bold italics* are in multiple databases.

Unmappable (orphan) sites are not considered in the foregoing analysis.

STANDARD ENVIRONMENTAL RECORDS

Federal RCRA generators list

RCRA-SQG: A review of the RCRA-SQG list, as provided by EDR, and dated 03/11/2014 has revealed that there are 6 RCRA-SQG sites within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>TOMS PUFF & STUFF</i>	<i>6040 W 11TH ST</i>	<i>SSW 1/4 - 1/2 (0.274 mi.)</i>	<i>6</i>	<i>9</i>
<i>UNITED PROVISIONS IN</i>	<i>10841 S CENTRAL AVE</i>	<i>E 1/4 - 1/2 (0.456 mi.)</i>	<i>D16</i>	<i>11</i>
<i>PALMER COLLISION EXP</i>	<i>10901 S CENTRAL AVE</i>	<i>E 1/4 - 1/2 (0.457 mi.)</i>	<i>E18</i>	<i>11</i>
<i>SHIREY CADILLAC</i>	<i>10825 CENTRAL AVE</i>	<i>E 1/4 - 1/2 (0.459 mi.)</i>	<i>D20</i>	<i>11</i>
<i>BERRY PLASTICS CORP</i>	<i>10800 S CENTRAL AVE</i>	<i>ENE 1/4 - 1/2 (0.464 mi.)</i>	<i>25</i>	<i>12</i>
<i>CARS COLLISION CENTE</i>	<i>10933 S CENTRAL AVE</i>	<i>E 1/4 - 1/2 (0.488 mi.)</i>	<i>G30</i>	<i>13</i>

RCRA-CESQG: A review of the RCRA-CESQG list, as provided by EDR, and dated 03/11/2014 has revealed that there is 1 RCRA-CESQG site within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>CHICAGO RIDGE AUTO R</i>	<i>5630 W 111TH ST</i>	<i>ESE 1/4 - 1/2 (0.444 mi.)</i>	<i>B11</i>	<i>10</i>

State and tribal leaking storage tank lists

IL LUST: A review of the IL LUST list, as provided by EDR, and dated 04/08/2014 has revealed that there are 14 IL LUST sites within approximately 0.75 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>KENNEY, THOMAS</i> <i>NFA/NFR Letter: 05/17/2005</i>	<i>6040 WEST 111TH ST.</i>	<i>SSW 1/4 - 1/2 (0.267 mi.)</i>	<i>A4</i>	<i>8</i>

EXECUTIVE SUMMARY

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
TOMARAS, TOM NFA/NFR Letter: 10/27/1999	6254 WEST 111TH ST.	WSW 1/4 - 1/2 (0.454 mi.)	C13	10
UNITED MEAT PROVISIO NFA/NFR Letter: 05/04/1994	10841 SOUTH CENTRAL	E 1/4 - 1/2 (0.456 mi.)	D15	10
FRANK SHIREY CADILLA NFA/NFR Letter: 05/06/2002	10825 SOUTH CENTRAL	E 1/4 - 1/2 (0.459 mi.)	D22	12
RITE-WAY MASONRY NFA/NFR Letter: 02/22/1994	5535 WEST 110TH ST.	ESE 1/2 - 1 (0.538 mi.)	H32	14
ATLANTIC PRESS NFA/NFR Letter: 12/29/2000	5501 WEST 110TH ST.	ESE 1/2 - 1 (0.567 mi.)	H33	14
CIRCLE K #6766 NFA/NFR Letter: 06/08/2012	6358 WEST 111TH STRE	WSW 1/2 - 1 (0.572 mi.)	34	14
ALLSIGN CORP.L NFA/NFR Letter: 05/21/1997	5501 WEST 109TH ST.	E 1/2 - 1 (0.577 mi.)	35	14
PAULS SUPPLY CO NFA/NFR Letter: 12/26/2006	11120 RICHLAND AVE	WSW 1/2 - 1 (0.597 mi.)	36	14
JERIES TADROS	10659 SOUTH RIDGELAN	WNW 1/2 - 1 (0.647 mi.)	I37	15
WIEGEL, ANN M., ESTA NFA/NFR Letter: 03/31/2006	5438 WEST 111TH STRE	ESE 1/2 - 1 (0.691 mi.)	J39	15
WIEGEL, ANN M., ESTA NFA/NFR Letter: 03/31/2006	5430 WEST 111TH STRE	ESE 1/2 - 1 (0.698 mi.)	J40	15
CHICAGO RIDGE PARK D NFA/NFR Letter: 03/01/1996	6252 WEST BURNINGHAM	NW 1/2 - 1 (0.715 mi.)	41	15
WORTH, VILLAGE OF	10934 NEENAH ST	W 1/2 - 1 (0.747 mi.)	42	16

State and tribal registered storage tank lists

IL UST: A review of the IL UST list, as provided by EDR, and dated 04/28/2014 has revealed that there are 5 IL UST sites within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
HOLY SEPULCHRE CEMET	6001 W 111TH ST	S 1/4 - 1/2 (0.259 mi.)	3	8
TOM'S PUFF & STUFF	6040 W 111TH ST	SSW 1/4 - 1/2 (0.267 mi.)	A5	8
ROYAL PALACE BANQUET	6254 W 111TH ST	WSW 1/4 - 1/2 (0.454 mi.)	C14	10
UNITED PROVISIONS IN	10841 S CENTRAL AVE	E 1/4 - 1/2 (0.456 mi.)	D17	11
FRANK SHIREY CADILLA	10825 S CENTRAL AVE	E 1/4 - 1/2 (0.459 mi.)	D21	12

State and tribal institutional control / engineering control registries

IL INST CONTROL: A review of the IL INST CONTROL list, as provided by EDR, and dated 04/11/2014 has revealed that there is 1 IL INST CONTROL site within approximately 0.75 miles of the target

EXECUTIVE SUMMARY

property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BRZUSZKIEWICZ AUTO R	10933 SOUTH CENTRAL	E 1/4 - 1/2 (0.488 mi.)	G29	13

State and tribal voluntary cleanup sites

IL SRP: A review of the IL SRP list, as provided by EDR, and dated 04/11/2014 has revealed that there are 2 IL SRP sites within approximately 0.75 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
BRZUSZKIEWICZ AUTO R	10933 SOUTH CENTRAL	E 1/4 - 1/2 (0.488 mi.)	G29	13
TURTLE WAX APPEARANC	10652 RIDGELAND AVEN	WNW 1/2 - 1 (0.678 mi.)	I38	15

ADDITIONAL ENVIRONMENTAL RECORDS

Other Ascertainable Records

RCRA NonGen / NLR: A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 03/11/2014 has revealed that there is 1 RCRA NonGen / NLR site within approximately 0.5 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
FINLEY JR HIGH SCHOO	10835 S LOMBARD AVE	W 1/4 - 1/2 (0.308 mi.)	7	9

FINDS: A review of the FINDS list, as provided by EDR, and dated 11/18/2013 has revealed that there is 1 FINDS site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SAUNONIS GARDEN CENT	6000 W. 111TH STREET	SSW 1/8 - 1/4 (0.221 mi.)	A1	8

US AIRS: A review of the US AIRS list, as provided by EDR, and dated 10/23/2013 has revealed that there is 1 US AIRS site within approximately 0.25 miles of the target property.

<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
SAUNONIS GARDEN CENT	6000 W. 111TH STREET	SSW 1/8 - 1/4 (0.221 mi.)	A1	8

EXECUTIVE SUMMARY

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR US Hist Auto Stat: A review of the EDR US Hist Auto Stat list, as provided by EDR, has revealed that there are 11 EDR US Hist Auto Stat sites within approximately 0.5 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	6154 111TH ST	SW 1/4 - 1/2 (0.344 mi.)	8	9
Not reported	5712 111TH ST	SE 1/4 - 1/2 (0.380 mi.)	9	9
Not reported	5630 111TH ST	ESE 1/4 - 1/2 (0.445 mi.)	B12	10
Not reported	5600 111TH ST	ESE 1/4 - 1/2 (0.461 mi.)	B23	12
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	11012 PARKSIDE AVE	ESE 1/4 - 1/2 (0.414 mi.)	10	9
Not reported	10901 CENTRAL AVE	E 1/4 - 1/2 (0.457 mi.)	E19	11
Not reported	10933 CENTRAL AVE	E 1/4 - 1/2 (0.461 mi.)	E24	12
Not reported	5625 107TH ST	NE 1/4 - 1/2 (0.469 mi.)	26	13
Not reported	10748 CENTRAL AVE	ENE 1/4 - 1/2 (0.484 mi.)	F27	13
Not reported	10746 CENTRAL AVE	ENE 1/4 - 1/2 (0.486 mi.)	F28	13
Not reported	10926 OXFORD AVE	W 1/4 - 1/2 (0.500 mi.)	31	13

EDR US Hist Cleaners: A review of the EDR US Hist Cleaners list, as provided by EDR, has revealed that there is 1 EDR US Hist Cleaners site within approximately 0.5 miles of the target property.

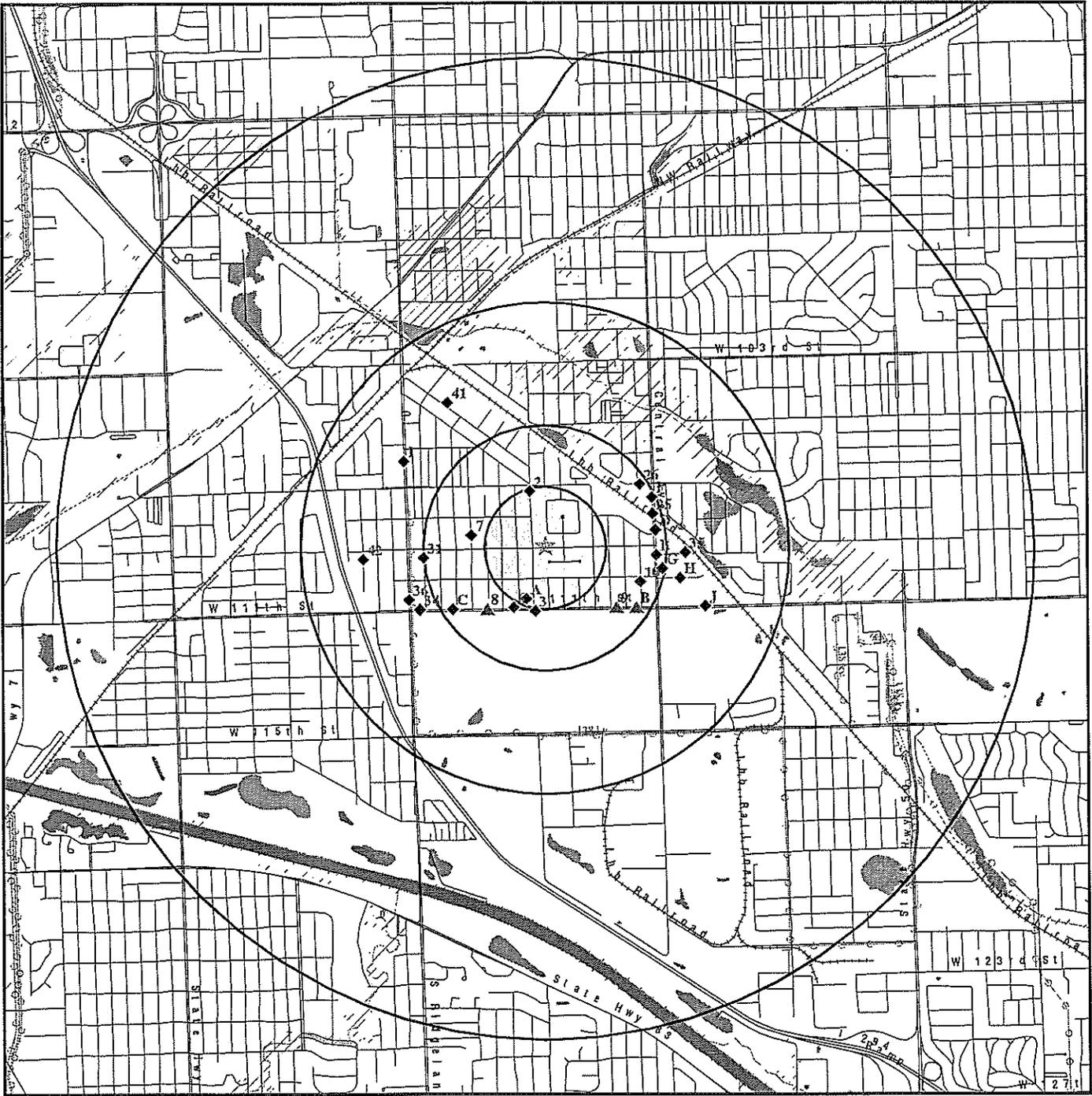
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
Not reported	10716 AUSTIN AVE	NNW 1/8 - 1/4 (0.239 mi.)	2	8

Count: 20 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
ALSIP	S108045431	IEPA-EOU	12900 S HOMAN	60803	IL SPILLS, IL BOL
ALSIP	S113255067	CLASSIC WOODWORKING	11610 MAYFIELD UNIT C	60482	IL BOL
ALSIP	1004694806	CLASSIC WOODWORKING LTD	11610 MAYFIELD UNIT C	60482	RCRA-CESQG, FINDS
CHICAGO RIDGE	S113256468	CHICAGO RIDGE PARK DIST	6252 W BIRMINGHAM	60415	IL BOL
CHICAGO RIDGE	S113256516	ROADWAY YRC	2000 LINCOLN HWY	60415	IL BOL
CHICAGO RIDGE	1004477005	RIDGE CENTRAL	10800 S LYMAN	60415	FINDS, IL AIRS
CHICAGO RIDGE	S113256476	MCI TELECOMMUNICATIONS	MATHER & BIRMINGHAM AVE	60415	IL BOL
CHICAGO RIDGE	S113256475	CHICAGO RIDGE, VILLAGE OF	10449 S OXFORD	60415	IL BOL
CHICAGO RIDGE	S113256448	PPG INDUSTRIES INC	10325 S OXFORD	60415	IL BOL
CHICAGO RIDGE	1010317494	ONE STOP AUTO	10321 S OXFORD	60415	RCRA-CESQG
CHICAGO RIDGE	1004694862	CHICAGO RIDGE VILLAGE OF	10449 S OXFORD	60415	RCRA-CESQG, FINDS
CHICAGO RIDGE	1004480083	RIDGE SCHOOL	10500 S OXFORD	60415	FINDS, IL AIRS
CHICAGO RIDGE	S115501672	CHICAGO RIDGE, VILLAGE OF	10258 SOUTH WEST HWY.	60453	IL RGA LUST
JOLIET	S113319563	BRIDGE TERMINAL TRANSPORT (SPILL)	I-55 & RTE 30	60453	IL BOL
JOLIET	S113318019	COM ED	RTE 6 & LARKIN AVE	60453	IL BOL
NORTH PEKIN	S113314395	ROGERS CARTAGE CO	RTE 29	60453	IL BOL
OAKLAWN	1004694543	GROGANS AUTO BODY INC	9836 S WEST HWY	60453	RCRA-CESQG, FINDS
WORTH	S103690477	CATHOLIC CEMETARIES	600 WEST 111TH ST.	60482	IL LUST
WORTH	1004694107	WORTH ELEM SCH DIST 127	111TH AND OAK PARK AVE	60482	RCRA-CESQG
WORTH	S111880440	SWANSON CONTRACTING	11701 S MAYFIELD	60482	IL SPILLS, IL BOL

OVERVIEW MAP - 3976043.2s

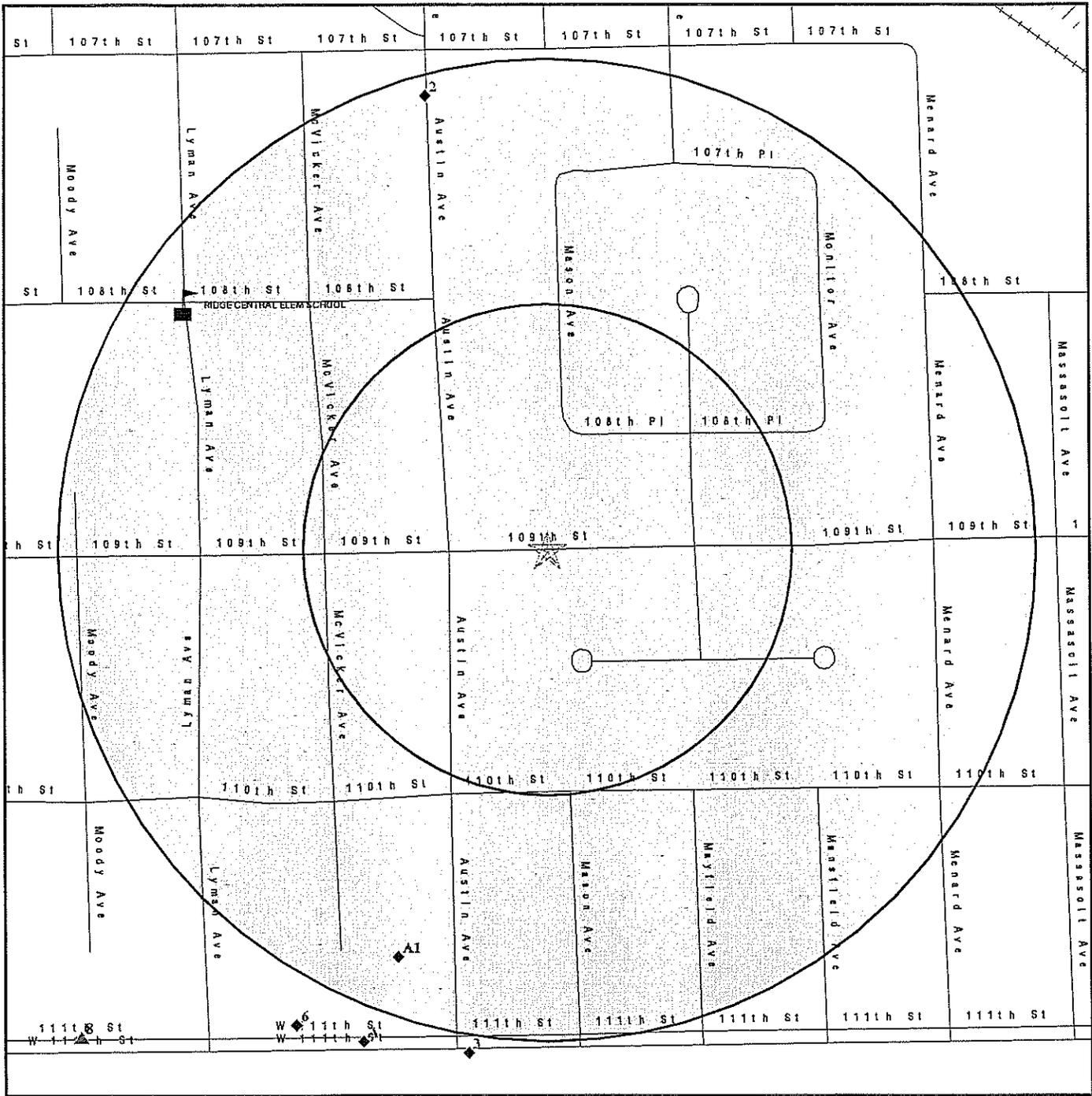


- ☆ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- National Priority List Sites
- Dept. Defense Sites
- ▨ Indian Reservations BIA
- Power transmission lines
- Oil & Gas pipelines from USGS
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- ▨ National Wetland Inventory

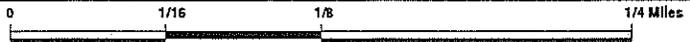
This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

<p>SITE NAME: Pavement Reconstruction ADDRESS: 107th Street and Austin Avenue Chicago Ridge IL 60415 LAT/LONG: 41.6941 / 87.7681</p>	<p>CLIENT: Testing Service Corporation CONTACT: Timothy Peceniak INQUIRY #: 3976043.2s DATE: June 17, 2014 6:34 pm</p>
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DETAIL MAP - 3976043.2s



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- ⚡ Manufactured Gas Plants
- ✈ Sensitive Receptors
- ☒ National Priority List Sites
- ☒ Dept. Defense Sites



- Indian Reservations BIA
- Oil & Gas pipelines from USGS
- 100-year flood zone
- 500-year flood zone



This report includes Interactive Map Layers to display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Pavement Reconstruction ADDRESS: 107th Street and Austin Avenue Chicago Ridge IL 60415 LAT/LONG: 41.6941 / 87.7681	CLIENT: Testing Service Corporation CONTACT: Timothy Peceniak INQUIRY #: 3976043.2s DATE: June 17, 2014 6:41 pm
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MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMENTAL RECORDS								
<i>Federal NPL site list</i>								
NPL	1.250		0	0	0	0	0	0
Proposed NPL	1.250		0	0	0	0	0	0
NPL LIENS	0.250		0	0	NR	NR	NR	0
<i>Federal Delisted NPL site list</i>								
Delisted NPL	1.250		0	0	0	0	0	0
<i>Federal CERCLIS list</i>								
CERCLIS	0.750		0	0	0	0	NR	0
FEDERAL FACILITY	0.750		0	0	0	0	NR	0
<i>Federal CERCLIS NFRAP site List</i>								
CERC-NFRAP	0.750		0	0	0	0	NR	0
<i>Federal RCRA CORRACTS facilities list</i>								
CORRACTS	1.250		0	0	0	0	0	0
<i>Federal RCRA non-CORRACTS TSD facilities list</i>								
RCRA-TSDF	0.750		0	0	0	0	NR	0
<i>Federal RCRA generators list</i>								
RCRA-LQG	0.500		0	0	0	NR	NR	0
RCRA-SQG	0.500		0	0	6	NR	NR	6
RCRA-CESQG	0.500		0	0	1	NR	NR	1
<i>Federal institutional controls / engineering controls registries</i>								
US ENG CONTROLS	0.750		0	0	0	0	NR	0
US INST CONTROL	0.750		0	0	0	0	NR	0
LUCIS	0.750		0	0	0	0	NR	0
<i>Federal ERNS list</i>								
ERNS	0.250		0	0	NR	NR	NR	0
<i>State- and tribal - equivalent CERCLIS</i>								
IL SSU	1.250		0	0	0	0	0	0
<i>State and tribal landfill and/or solid waste disposal site lists</i>								
IL SWF/LF	0.750		0	0	0	0	NR	0
IL LF SPECIAL WASTE	0.750		0	0	0	0	NR	0
IL NIPC	0.750		0	0	0	0	NR	0
IL CCDD	0.750		0	0	0	0	NR	0
<i>State and tribal leaking storage tank lists</i>								
IL LUST	0.750		0	0	4	10	NR	14

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
IL LUST TRUST	0.750		0	0	0	0	NR	0
INDIAN LUST	0.750		0	0	0	0	NR	0
State and tribal registered storage tank lists								
IL UST	0.500		0	0	5	NR	NR	5
INDIAN UST	0.500		0	0	0	NR	NR	0
FEMA UST	0.500		0	0	0	NR	NR	0
State and tribal institutional control / engineering control registries								
IL ENG CONTROLS	0.750		0	0	0	0	NR	0
IL INST CONTROL	0.750		0	0	1	0	NR	1
State and tribal voluntary cleanup sites								
IL SRP	0.750		0	0	1	1	NR	2
INDIAN VCP	0.750		0	0	0	0	NR	0
State and tribal Brownfields sites								
IL BROWNFIELDS	0.750		0	0	0	0	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
Local Brownfield lists								
US BROWNFIELDS	0.750		0	0	0	0	NR	0
Local Lists of Landfill / Solid Waste Disposal Sites								
DEBRIS REGION 9	0.750		0	0	0	0	NR	0
ODI	0.750		0	0	0	0	NR	0
INDIAN ODI	0.750		0	0	0	0	NR	0
Local Lists of Hazardous waste / Contaminated Sites								
US CDL	0.250		0	0	NR	NR	NR	0
IL CDL	0.250		0	0	NR	NR	NR	0
US HIST CDL	0.250		0	0	NR	NR	NR	0
Local Land Records								
LIENS 2	0.250		0	0	NR	NR	NR	0
Records of Emergency Release Reports								
HMIRS	0.250		0	0	NR	NR	NR	0
IL SPILLS	0.250		0	0	NR	NR	NR	0
IL SPILLS 90	0.250		0	0	NR	NR	NR	0
Other Ascertainable Records								
RCRA NonGen / NLR	0.500		0	0	1	NR	NR	1
DOT OPS	0.250		0	0	NR	NR	NR	0
DOD	1.250		0	0	0	0	0	0
FUDS	1.250		0	0	0	0	0	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CONSENT	1.250		0	0	0	0	0	0
ROD	1.250		0	0	0	0	0	0
UMTRA	0.750		0	0	0	0	NR	0
US MINES	0.500		0	0	0	NR	NR	0
TRIS	0.250		0	0	NR	NR	NR	0
TSCA	0.250		0	0	NR	NR	NR	0
FTTS	0.250		0	0	NR	NR	NR	0
HIST FTTS	0.250		0	0	NR	NR	NR	0
SSTS	0.250		0	0	NR	NR	NR	0
ICIS	0.250		0	0	NR	NR	NR	0
PADS	0.250		0	0	NR	NR	NR	0
MLTS	0.250		0	0	NR	NR	NR	0
RADINFO	0.250		0	0	NR	NR	NR	0
FINDS	0.250		0	1	NR	NR	NR	1
RAATS	0.250		0	0	NR	NR	NR	0
RMP	0.250		0	0	NR	NR	NR	0
IL NPDES	0.250		0	0	NR	NR	NR	0
IL UIC	0.250		0	0	NR	NR	NR	0
IL HWAR	TP		NR	NR	NR	NR	NR	0
WI MANIFEST	0.250		0	0	NR	NR	NR	0
IL DRYCLEANERS	0.500		0	0	0	NR	NR	0
IL IMPDMNT	0.500		0	0	0	NR	NR	0
IL AIRS	0.250		0	0	NR	NR	NR	0
IL TIER 2	0.250		0	0	NR	NR	NR	0
INDIAN RESERV	1.250		0	0	0	0	0	0
SCRD DRYCLEANERS	0.750		0	0	0	0	NR	0
IL PIMW	0.500		0	0	0	NR	NR	0
IL Financial Assurance	0.250		0	0	NR	NR	NR	0
IL BOL	0.250		0	0	NR	NR	NR	0
IL COAL ASH	0.750		0	0	0	0	NR	0
EPA WATCH LIST	0.250		0	0	NR	NR	NR	0
LEAD SMELTERS	0.250		0	0	NR	NR	NR	0
2020 COR ACTION	0.500		0	0	0	NR	NR	0
US AIRS	0.250		0	1	NR	NR	NR	1
PRP	0.250		0	0	NR	NR	NR	0
US FIN ASSUR	0.250		0	0	NR	NR	NR	0
COAL ASH EPA	0.750		0	0	0	0	NR	0
PCB TRANSFORMER	0.250		0	0	NR	NR	NR	0
COAL ASH DOE	0.250		0	0	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.250		0	0	0	0	0	0
EDR US Hist Auto Stat	0.500		0	0	11	NR	NR	11
EDR US Hist Cleaners	0.500		0	1	0	NR	NR	1

EDR RECOVERED GOVERNMENT ARCHIVES

Exclusive Recovered Govt. Archives

IL RGA LF	0.250		0	0	NR	NR	NR	0
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MAP FINDINGS SUMMARY

<u>Database</u>	<u>Search Distance (Miles)</u>	<u>Target Property</u>	<u>< 1/8</u>	<u>1/8 - 1/4</u>	<u>1/4 - 1/2</u>	<u>1/2 - 1</u>	<u>> 1</u>	<u>Total Plotted</u>
IL RGA LUST	0.250		0	0	NR	NR	NR	0
IL RGA HWS	0.250		0	0	NR	NR	NR	0

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
A1	SSW	1/8-1/4	0.221 mi. 1167 ft.	SAUNONIS GARDEN CENTER 6000 W. 111TH STREET CHICAGO RIDGE, IL	FINDS US AIRS	1009410019	N/A
<p>Click here for full text details</p>							
2	NNW	1/8-1/4	0.239 mi. 1264 ft.	10716 AUSTIN AVE CHICAGO RIDGE, IL 60415	EDR US Hist Cleaners	1014972577	N/A
<p>Click here for full text details</p>							
3	South	1/4-1/2	0.259 mi. 1368 ft.	HOLY SEPULCHRE CEMETERY 6001 W 111TH ST WORTH, IL 60482	IL UST IL BOL	U001144203	N/A
<p>Click here for full text details</p>							
				IL UST Status: CLOSED Facility Id: 2007446 Tank Status: Removed			
A4	SSW	1/4-1/2	0.267 mi. 1412 ft.	KENNEY, THOMAS 6040 WEST 111TH ST. CHICAGO RIDGE, IL 60658	IL LUST	S104872198	N/A
<p>Click here for full text details</p>							
				IL LUST NFA/NFR Letter: 05/17/2005			
A5	SSW	1/4-1/2	0.267 mi. 1412 ft.	TOM'S PUFF & STUFF 6040 W 111TH ST CHICAGO RIDGE, IL 60415	IL UST IL BOL	U001133620	N/A
<p>Click here for full text details</p>							
				IL UST Status: CLOSED Facility Id: 2010072 Tank Status: Removed			

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
6	SSW	1/4-1/2	0.274 mi. 1446 ft.	TOMS PUFF & STUFF 6040 W 11TH ST CHICAGO RIDGE, IL 60415	RCRA-SQG FINDS	1004698043	ILR000102798
<p>Click here for full text details</p> <p>Relative: Lower RCRA-SQG EPA Id: ILR000102798</p>							
7	West	1/4-1/2	0.308 mi. 1626 ft.	FINLEY JR HIGH SCHOOL 10835 S LOMBARD AVE CHICAGO RIDGE, IL 60415	RCRA NonGen / NLR	1001227952	ILR000054296
<p>Click here for full text details</p> <p>Relative: Lower RCRA NonGen / NLR EPA Id: ILR000054296</p>							
8	SW	1/4-1/2	0.344 mi. 1817 ft.	6154 111TH ST CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015577651	N/A
<p>Click here for full text details</p> <p>Relative: Higher</p>							
9	SE	1/4-1/2	0.380 mi. 2007 ft.	5712 111TH ST CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015557534	N/A
<p>Click here for full text details</p> <p>Relative: Higher</p>							
10	ESE	1/4-1/2	0.414 mi. 2185 ft.	11012 PARKSIDE AVE CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015153884	N/A
<p>Click here for full text details</p> <p>Relative: Lower</p>							

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
B11	ESE	1/4-1/2	0.444 mi. 2343 ft.	CHICAGO RIDGE AUTO REBUILDERS 5630 W 111TH ST CHICAGO RIDGE, IL	RCRA-CESQG FINDS	1004692374	IL0000135277
<p>Relative: Higher</p> <p>Click here for full text details</p> <p>RCRA-CESQG EPA Id: IL0000135277</p>							
B12	ESE	1/4-1/2	0.445 mi. 2351 ft.	5630 111TH ST CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015554927	N/A
<p>Relative: Higher</p> <p>Click here for full text details</p>							
C13	WSW	1/4-1/2	0.454 mi. 2399 ft.	TOMARAS, TOM 6254 WEST 111TH ST. CHICAGO RIDGE, IL 60415	IL LUST	S104521456	N/A
<p>Relative: Lower</p> <p>Click here for full text details</p> <p>IL LUST NFA/NFR Letter: 10/27/1999</p>							
C14	WSW	1/4-1/2	0.454 mi. 2399 ft.	ROYAL PALACE BANQUET FACILITY 6254 W 111TH ST CHICAGO RIDGE, IL 60415	IL UST	U003668159	N/A
<p>Relative: Lower</p> <p>Click here for full text details</p> <p>IL UST Status: EXEMPT Facility Id: 2037034 Tank Status: Exempt from registration</p>							
D15	East	1/4-1/2	0.456 mi. 2407 ft.	UNITED MEAT PROVISIONS 10841 SOUTH CENTRAL AVE. OAK LAWN, IL 60453	IL LUST	S104523025	N/A
<p>Relative: Lower</p> <p>Click here for full text details</p> <p>IL LUST NFA/NFR Letter: 05/04/1994</p>							

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
D16	East	1/4-1/2	0.456 mi. 2407 ft.	UNITED PROVISIONS INC 10841 S CENTRAL AVE OAK LAWN, IL 60453	RCRA-SQG FINDS	1000862063	ILD984919605
				Click here for full text details			
Relative: Lower				RCRA-SQG EPA Id: ILD984919605			
D17	East	1/4-1/2	0.456 mi. 2407 ft.	UNITED PROVISIONS INC 10841 S CENTRAL AVE OAK LAWN, IL 60453	IL UST	U000866642	N/A
				Click here for full text details			
Relative: Lower				IL UST Status: CLOSED Facility Id: 2025590 Tank Status: Removed Tank Status: Exempt from registration			
E18	East	1/4-1/2	0.457 mi. 2415 ft.	PALMER COLLISION EXPERTS 10901 S CENTRAL AVE OAK LAWN, IL 60453	RCRA-SQG FINDS	1000453146	ILD984792879
				Click here for full text details			
Relative: Lower				RCRA-SQG EPA Id: ILD984792879			
E19	East	1/4-1/2	0.457 mi. 2415 ft.	10901 CENTRAL AVE OAK LAWN, IL 60453	EDR US Hist Auto Stat	1015149109	N/A
				Click here for full text details			
Relative: Lower							
D20	East	1/4-1/2	0.459 mi. 2426 ft.	SHIREY CADILLAC 10825 CENTRAL AVE OAK LAWN, IL 60453	RCRA-SQG FINDS	1000611840	ILD984820548
				Click here for full text details			
Relative: Lower				RCRA-SQG EPA Id: ILD984820548			

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
D21 East 1/4-1/2 0.459 mi. 2426 ft.	FRANK SHIREY CADILLAC INC 10825 S CENTRAL AVE TR 02 76002 OAK LAWN, IL 60453	IL UST IL BOL	U000866628 N/A
Relative: Lower	Click here for full text details IL UST Status: CLOSED Facility Id: 2027414 Tank Status: Removed		
D22 East 1/4-1/2 0.459 mi. 2426 ft.	FRANK SHIREY CADILLAC INC. 10825 SOUTH CENTRAL AVE. OAK LAWN, IL 60453	IL LUST	S104523455 N/A
Relative: Lower	Click here for full text details IL LUST NFA/NFR Letter: 05/06/2002		
B23 ESE 1/4-1/2 0.461 mi. 2432 ft.	5600 111TH ST CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015553609 N/A
Relative: Higher	Click here for full text details		
E24 East 1/4-1/2 0.461 mi. 2436 ft.	10933 CENTRAL AVE OAK LAWN, IL 60453	EDR US Hist Auto Stat	1015149574 N/A
Relative: Lower	Click here for full text details		
25 ENE 1/4-1/2 0.464 mi. 2448 ft.	BERRY PLASTICS CORP 10800 S CENTRAL AVE CHICAGO RIDGE, IL 60415	RCRA-SQG FINDS	1000189602 ILD005228473
Relative: Lower	Click here for full text details RCRA-SQG EPA Id: ILD005228473		

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
26	NE	1/4-1/2	0.469 mi. 2476 ft.	5625 107TH ST CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015554724	N/A
Click here for full text details							
F27	ENE	1/4-1/2	0.484 mi. 2558 ft.	10748 CENTRAL AVE CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015145363	N/A
Click here for full text details							
F28	ENE	1/4-1/2	0.486 mi. 2566 ft.	10746 CENTRAL AVE CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015145353	N/A
Click here for full text details							
G29	East	1/4-1/2	0.488 mi. 2577 ft.	BRZUSZKIEWICZ AUTO REBUILDERS 10933 SOUTH CENTRAL AVENUE OAK LAWN, IL 60453	IL INST CONTROL IL SRP	S104491351	N/A
Click here for full text details							
G30	East	1/4-1/2	0.488 mi. 2577 ft.	CARS COLLISION CENTER 10933 S CENTRAL AVE OAK LAWN, IL	RCRA-SQG FINDS WI MANIFEST	1000427855	ILD085878767
Click here for full text details							
Relative: Lower				RCRA-SQG EPA Id: ILD085878767			
31	West	1/4-1/2	0.500 mi. 2638 ft.	10926 OXFORD AVE CHICAGO RIDGE, IL 60415	EDR US Hist Auto Stat	1015149491	N/A
Click here for full text details							
Relative: Lower							

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
H32 ESE 1/2-1 0.538 mi. 2839 ft.	RITE-WAY MASONRY 5535 WEST 110TH ST. OAK LAWN, IL 60453 Click here for full text details	IL LUST	S104523905 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 02/22/1994		
H33 ESE 1/2-1 0.567 mi. 2996 ft.	ATLANTIC PRESS 5501 WEST 110TH ST. OAK LAWN, IL 60453 Click here for full text details	IL LUST	S104525426 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 12/29/2000		
34 WSW 1/2-1 0.572 mi. 3020 ft.	CIRCLE K #6766 6358 WEST 111TH STREET CHICAGO RIDGE, IL 60415 Click here for full text details	IL LUST IL UST	U001133627 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 06/08/2012 IL UST Status: ACTIVE Facility Id: 2006899 Tank Status: Currently in use Tank Status: Removed		
35 East 1/2-1 0.577 mi. 3044 ft.	ALLSIGN CORP.L 5501 WEST 109TH ST. OAK LAWN, IL 60453 Click here for full text details	IL LUST	S104526861 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 05/21/1997		
36 WSW 1/2-1 0.597 mi. 3153 ft.	PAULS SUPPLY CO 11120 RICHLAND AVE WORTH, IL 60482 Click here for full text details	IL LUST IL BOL	S103690479 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 12/26/2006		

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
I37 WNW 1/2-1 0.647 mi. 3416 ft.	JERES TADROS 10659 SOUTH RIDGELAND CHICAGO RIDGE, IL 60415 Click here for full text details	IL LUST IL UST	U000856190 N/A
Relative: Lower	IL UST Status: CLOSED Facility Id: 2006842 Tank Status: Removed		
I38 WNW 1/2-1 0.678 mi. 3578 ft.	TURTLE WAX APPEARANCE CENTER 10652 RIDGELAND AVENUE CHICAGO RIDGE, IL 60415 Click here for full text details	IL SRP IL BOL	S109953897 N/A
Relative: Lower			
J39 ESE 1/2-1 0.691 mi. 3647 ft.	WIEGEL, ANN M., ESTATE OF 5438 WEST 111TH STREET OAK LAWN, IL 60453 Click here for full text details	IL LUST	S106878868 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 03/31/2006		
J40 ESE 1/2-1 0.698 mi. 3687 ft.	WIEGEL, ANN M., ESTATE OF 5430 WEST 111TH STREET OAK LAWN, IL 60453 Click here for full text details	IL LUST	S106878867 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 03/31/2006		
41 NW 1/2-1 0.715 mi. 3776 ft.	CHICAGO RIDGE PARK DIST. 6252 WEST BURNINGHAM CHICAGO RIDGE, IL 60415 Click here for full text details	IL LUST	S103292572 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 03/01/1996		

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

42 WORTH, VILLAGE OF
West 10934 NEENAH ST
1/2-1 WORTH, IL 60482
0.747 mi.
3942 ft.

IL LUST S104530253
IL BOL N/A

Relative: [Click here for full text details](#)
Lower

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Facil Name	Government Agency	Gov. Date	Arvl. Date	Active Date
IL	AIRS	Air Inventory Listing	Illinois EPA	12/31/2013	04/18/2014	05/13/2014
IL	BOL	Bureau of Land Inventory Database	Illinois Environmental Protection Agency	03/04/2014	03/06/2014	04/03/2014
IL	BROWNFIELDS	Municipal Brownfields Redevelopment Grant Program Project De	Illinois Environmental Protection Agency	04/28/2014	04/29/2014	05/14/2014
IL	BROWNFIELDS	Redevelopment Assessment Database	Illinois Environmental Protection Agency	04/28/2014	04/30/2014	05/14/2014
IL	CCDD	Clean Construction or Demolition Debris	Illinois EPA	04/28/2014	04/29/2014	05/15/2014
IL	CDL	Meth Drug Lab Site Listing	Department of Public Health	04/17/2014	04/22/2014	05/15/2014
IL	COAL ASH	Coal Ash Site Listing	Illinois EPA	10/01/2011	03/09/2012	04/10/2012
IL	DRYCLEANERS	Illinois Licensed Drycleaners	Drycleaner Environmental Response Trust Fund	05/26/2014	05/28/2014	06/06/2014
IL	ENG CONTROLS	Sites with Engineering Controls	Illinois Environmental Protection Agency	04/11/2014	04/17/2014	05/14/2014
IL	Financial Assurance	Financial Assurance Information Listing	Illinois Environmental Protection Agency	06/01/2013	06/07/2013	07/26/2013
IL	HWAR	Hazard Waste Annual Report	Illinois EPA	12/31/2011	04/11/2014	05/14/2014
IL	IL NIPC	Solid Waste Landfill Inventory	Northeastern Illinois Planning Commission	08/01/1988	08/01/1994	08/12/1994
IL	IMPDMNT	Surface Impoundment Inventory	Illinois Waste Management & Research Center	12/31/1980	03/08/2002	06/03/2002
IL	Inst Control	Institutional Controls	Illinois Environmental Protection Agency	04/11/2014	04/17/2014	05/14/2014
IL	LF SPECIAL WASTE	Special Waste Site List	Illinois EPA	01/01/1990	06/17/2009	07/15/2009
IL	LF WMRC	Waste Management & Research Center Landfill Database	Department of Natural Resources	12/31/2001	10/06/2006	11/06/2006
IL	LUST	Leaking Underground Storage Tank Sites	Illinois Environmental Protection Agency	04/08/2014	04/29/2014	05/15/2014
IL	LUST TRUST	Underground Storage Tank Fund Payment Priority List	Illinois EPA	03/28/2014	04/30/2014	05/16/2014
IL	NPDES	A Listing of Active Permits	Illinois EPA	04/16/2014	04/18/2014	05/20/2014
IL	PIMW	Potentially Infectious Medical Waste	Illinois EPA	03/12/2014	03/28/2014	04/03/2014
IL	RGA HWS	Recovered Government Archive State Hazardous Waste Facillie	Department of Natural Resources	07/01/2013	07/01/2013	12/30/2013
IL	RGA LF	Recovered Government Archive Solid Waste Facilities List	Illinois Environmental Protection Agency	07/01/2013	07/01/2013	01/10/2014
IL	RGA LUST	Recovered Government Archive Leaking Underground Storage Tan	Illinois Environmental Protection Agency	07/01/2013	07/01/2013	12/30/2013
IL	SPILLS	State spills	Illinois EPA	04/25/2014	04/29/2014	05/16/2014
IL	SPILLS 90	SPILLS90 data from FirstSearch	FirstSearch	07/18/2012	01/03/2013	03/15/2013
IL	SRP	Site Remediation Program Database	Illinois Environmental Protection Agency	04/11/2014	04/17/2014	05/14/2014
IL	SSU	State Sites Unit Listing	Illinois Environmental Protection Agency	05/01/2014	05/01/2014	05/16/2014
IL	SWF/LF	Available Disposal for Solid Waste in Illinois - Solid Waste	Illinois Environmental Protection Agency	12/31/2012	01/30/2014	03/07/2014
IL	TIER 2	Tier 2 Information Listing	Illinois Emergency Management Agency	12/31/2013	05/21/2014	06/09/2014
IL	UIC	Underground Injection Wells	Illinois EPA	02/25/2014	02/27/2014	04/04/2014
IL	UST	Underground Storage Tank Facility List	Illinois State Fire Marshal	04/28/2014	04/30/2014	05/15/2014
US	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	11/11/2011	05/18/2012	05/25/2012
US	BRS	Biennial Reporting System	EPA/NTIS	12/31/2011	02/26/2013	04/19/2013
US	CERCLIS	Comprehensive Environmental Response, Compensation, and Liab	EPA	10/25/2013	11/11/2013	02/13/2014
US	CERCLIS-NFRAP	CERCLIS No Further Remedial Action Planned	EPA	10/25/2013	11/11/2013	02/13/2014
US	COAL ASH DOE	Steam-Electric Plan Operation Data	Department of Energy	12/31/2005	08/07/2009	10/22/2009
US	COAL ASH EPA	Coal Combustion Residues Surface Impoundments List	Environmental Protection Agency	08/17/2010	01/03/2011	03/21/2011
US	CONSENT	Superfund (CERCLA) Consent Decreases	Department of Justice, Consent Decree Library	12/31/2013	01/24/2014	02/24/2014
US	CORRACTS	Corrective Action Report	EPA	03/11/2014	03/13/2014	04/09/2014
US	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dump Site Locations	EPA, Region 9	01/12/2009	05/07/2009	09/21/2009
US	DELISTED NPL	National Priority List Deletions	EPA	10/25/2013	11/11/2013	01/28/2014
US	DOD	Department of Defense Sites	USGS	12/31/2005	11/10/2006	01/11/2007
US	DOT OPS	Incident and Accident Data	EDR, Inc.	07/31/2012	08/07/2012	09/18/2012
US	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR, Inc.			
US	EDR US Hist Auto Stat	EDR Proprietary Historic Gas Stations - Cole	EDR, Inc.			
US	EDR US Hist Auto Stat	EDR Exclusive Historic Gas Stations	EDR, Inc.			
US	EDR US Hist Cleaners	EDR Exclusive Historic Dry Cleaners	EDR, Inc.			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Arvl Date	Active Date
US	EDR US Hist Cleaners	EDR Proprietary Historic Dry Cleaners - Cole	Environmental Protection Agency	06/30/2013	08/13/2013	09/13/2013
US	EPA WATCH LIST	EPA WATCH LIST	National Response Center, United States Coast	09/30/2013	10/01/2013	12/06/2013
US	ERNS	Emergency Response Notification System	Environmental Protection Agency	05/31/2013	07/08/2013	12/06/2013
US	FEDERAL FACILITY	Federal Facility Site Information listing	U.S. Geological Survey	12/31/2005	02/06/2006	01/11/2007
US	FEDLAND	Federal and Indian Lands	FEWA	01/01/2010	02/16/2010	04/12/2010
US	FEMA UST	Underground Storage Tank Listing	EPA	11/18/2013	02/27/2014	03/12/2014
US	FINDS	Facility Index System/Facility Registry System	EPA/Office of Prevention, Pesticides and Toxi	04/09/2009	04/16/2009	05/11/2009
US	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide, Fu	EPA	04/09/2009	04/16/2009	05/11/2009
US	FUDS	Formerly Used Defense Sites	U.S. Army Corps of Engineers	12/31/2012	02/28/2014	04/24/2014
US	HIST FTTS	FIFRA/TSCA Tracking System Administrative Case Listing	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FTTS INSP	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HMIRS	Hazardous Materials Information Reporting System	U.S. Department of Transportation	12/31/2013	01/03/2014	02/24/2014
US	ICIS	Integrated Compliance Information System	Environmental Protection Agency	07/20/2011	11/10/2011	01/10/2012
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	02/01/2013	05/01/2013	11/01/2013
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	11/06/2013	11/07/2013	12/06/2013
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	11/21/2013	11/26/2013	02/24/2014
US	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA, Region 5	02/13/2014	02/14/2014	02/24/2014
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	09/12/2011	09/13/2011	11/11/2011
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	02/20/2014	02/21/2014	04/24/2014
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	08/27/2012	08/28/2012	10/16/2012
US	INDIAN LUST R9	Leaking Underground Storage Tanks on Indian Land	EPA Region 9	03/01/2013	03/01/2013	04/12/2013
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
US	INDIAN RESERV	Indian Reservations	USGS	12/31/2005	12/08/2006	01/11/2007
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	02/01/2013	05/01/2013	01/27/2014
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA Region 10	02/05/2013	02/06/2013	04/12/2013
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA Region 4	11/21/2013	11/26/2013	02/24/2014
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	02/13/2014	02/14/2014	02/24/2014
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	01/29/2014	01/29/2014	03/12/2014
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	02/20/2014	02/21/2014	04/24/2014
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	07/29/2013	08/01/2013	11/01/2013
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA Region 9	07/29/2013	07/30/2013	12/06/2013
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	09/17/2013	10/01/2013	12/06/2013
US	INDIAN VCP R7	Voluntary Cleanup Priority Listing	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
US	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	01/29/2013	02/14/2013	02/27/2013
US	LEAD SMELTER 2	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
US	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	02/18/2014	03/18/2014	04/24/2014
US	LUCIS	Land Use Control Information System	Environmental Protection Agency	02/26/2014	02/28/2014	04/24/2014
US	MLTS	Material Licensing Tracking System	Department of the Navy	07/22/2013	08/02/2013	11/01/2013
US	NPL	National Priority List	Nuclear Regulatory Commission	10/25/2013	11/11/2013	01/28/2014
US	NPL LIENS	Federal Superfund Liens	EPA	06/30/1985	02/02/1994	03/30/1994
US	ODI	Open Dump Inventory	Environmental Protection Agency	06/30/1985	08/09/2004	09/17/2004
US	PADS	PCB Activity Database System	EPA	06/01/2013	07/17/2013	11/01/2013
US	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	02/01/2011	10/19/2011	01/10/2012
US	PRP	Potentially Responsible Parties	EPA	04/15/2013	07/03/2013	09/13/2013
US	Proposed NPL	Proposed National Priority List Sites	EPA	10/25/2013	11/11/2013	01/28/2014
US	RAATS	RCRA Administrative Action Tracking System	EPA	04/17/1995	07/03/1995	08/07/1995

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St	Acronym	Full Name	Government Agency	Gov Date	Avl Date	Active Date
US	RADIINFO	Radiation Information Database	Environmental Protection Agency	01/09/2014	01/10/2014	03/12/2014
US	RCRA NonGen / NLR	RCRA - Non Generators	Environmental Protection Agency	03/11/2014	03/13/2014	04/09/2014
US	RCRA-CESQG	RCRA - Conditionally Exempt Small Quantity Generators	Environmental Protection Agency	03/11/2014	03/13/2014	04/09/2014
US	RCRA-LQG	RCRA - Large Quantity Generators	Environmental Protection Agency	03/11/2014	03/13/2014	04/09/2014
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	03/11/2014	03/13/2014	04/09/2014
US	RCRA-TSDF	RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	03/11/2014	03/13/2014	04/09/2014
US	RMP	Risk Management Plans	Environmental Protection Agency	11/01/2013	12/12/2013	02/13/2014
US	ROD	Records Of Decision	EPA	11/25/2013	12/12/2013	02/24/2014
US	SCRD DRYCLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	03/07/2011	03/09/2011	05/02/2011
US	SSTS	Section 7 Tracking Systems	EPA	12/31/2009	12/10/2010	02/25/2011
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2011	07/31/2013	09/13/2013
US	TSCA	Toxic Substances Control Act	EPA	12/31/2006	09/29/2010	12/02/2010
US	UMTRA	Uranium Mill Tailings Sites	Department of Energy	09/14/2010	10/07/2011	03/01/2012
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	10/23/2013	11/06/2013	12/06/2013
US	US AIRS MINOR	Air Facility System Data	EPA	10/23/2013	11/06/2013	12/06/2013
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	03/20/2014	03/20/2014	04/09/2014
US	US CDL	Clandestine Drug Labs	Drug Enforcement Administration	12/04/2013	12/10/2013	02/13/2014
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	12/17/2013	01/14/2014	01/28/2014
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	02/25/2014	02/27/2014	04/09/2014
US	US HIST CDL	National Clandestine Laboratory Register	Drug Enforcement Administration	09/01/2007	11/19/2008	03/30/2009
US	US INST CONTROL	Sites with Institutional Controls	Environmental Protection Agency	12/17/2013	01/14/2014	01/28/2014
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health A	08/01/2013	09/05/2013	10/03/2013
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protection	07/30/2013	08/19/2013	10/03/2013
NJ	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2011	07/19/2012	08/28/2012
NY	NY MANIFEST	Facility and Manifest Data	Department of Environmental Conservation	05/01/2014	05/07/2014	06/10/2014
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2012	07/24/2013	08/19/2013
RI	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2012	06/21/2013	08/05/2013
WI	WI MANIFEST	Manifest information	Department of Natural Resources	12/31/2012	08/09/2013	09/27/2013
US	Oil/Gas Pipelines	GeoData Digital Line Graphs from 1:100,000-Scale Maps	USGS			
US	Electric Power Lines	Electric Power Transmission Line Data	Rextag Strategies Corp.			
US	AHA Hospitals	Sensitive Receptor: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Receptor: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Receptor: Private Schools	National Center for Education Statistics			
IL	Daycare Centers	Sensitive Receptor: Homes & Centers Listing	Department of Children & Family Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St.	Acronym	Full Name	Government Agency	Gov. Date	Acq. Date	Active Date
US	NWI	National Wetlands Inventory	U.S. Fish and Wildlife Service			
US	USGS 7.5' Topographic Map	Scanned Digital USGS 7.5' Topographic Map (DRG)	USGS			

STREET AND ADDRESS INFORMATION

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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:

Village of Chicago Ridge

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

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

Effective: November 2, 2006

Revised: August 1, 2013

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

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

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

- Where: CA = Cost Adjustment, \$.
- BPI_P = Bituminous Price Index, as published by the Department for the month the work is performed, \$/ton (\$/metric ton).
- BPI_L = Bituminous Price Index, as published by the Department for the month prior to the letting, \$/ton (\$/metric ton).
- %AC_V = Percent of virgin Asphalt Cement in the Quantity being adjusted. For HMA mixtures, the % AC_V will be determined from the adjusted job mix formula. For bituminous materials applied, a performance graded or cutback asphalt will be considered to be 100% AC_V and undiluted emulsified asphalt will be considered to be 65% AC_V.
- Q = Authorized construction Quantity, tons (metric tons) (see below).

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

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$

For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

- Where: A = Area of the HMA mixture, sq yd (sq m).
- D = Depth of the HMA mixture, in. (mm).
- G_{mb} = Average bulk specific gravity of the mixture, from the approved mix design.
- V = Volume of the bituminous material, gal (L).

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

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

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

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

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

CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant1050.04”

Revise the fifth paragraph of Article 606.07 of the Standard Specifications to read:

“Transverse contraction and longitudinal construction joints shall be sealed according to Article 420.12, except transverse joints in concrete curb and gutter shall be sealed with polysulfide or polyurethane joint sealant.”

Add the following to Section 1050 of the Standard Specifications:

“**1050.04 Polyurethane Joint Sealant.** The joint sealant shall be a polyurethane sealant, Type S, Grade NS, Class 25 or better, Use T (T₁ or T₂), according to ASTM C 920.”

80334

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term “equipment” refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment’s respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 ^{1/}	600-749	2002
	750 and up	2006
June 1, 2011 ^{2/}	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 ^{2/}	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/cleandiesel/verification/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

“(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted.”

Revise Article 109.09(e) of the Standard Specifications to read:

“(e) Procedure. The Department provides two administrative levels for claims review.

- Level I Engineer of Construction
- Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim.”

80335

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: January 2, 2015

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 20.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at www.dot.il.gov.

BIDDING PROCEDURES. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal is not met, evidence of good faith efforts; 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 performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of

efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith

efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 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.
- (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 it receives as a result of the lease arrangement.

(e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontractor, then a new Request for Approval of Subcontractor shall not be

required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

- (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). 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 listed 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 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime

Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. 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 Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the 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.

80029

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

FEDERAL AID CONTRACTS. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

"EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the

Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

STATE CONTRACTS. Revise Section II of Check Sheet #5 of the Recurring Special Provisions to read:

"II. EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Contractor's noncompliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Illinois Department of Human Rights Rules and Regulations, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political sub-divisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service; and further

that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability (according to the Illinois Department of Human Rights Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights

Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

80358

FRICITION AGGREGATE (BDE)

Effective: January 1, 2011
Revised: November 1, 2014

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

- “(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
- a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
 - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase.”

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	<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

Use	Mixture	Aggregates Allowed		
HMA Low ESAL	Stabilized Subbase or Shoulders	<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/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}		
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<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/}		
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>		
		<table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> <tr> <td>25% Limestone</td> <td>Dolomite</td> </tr> </table>	<i>Up to...</i>	<i>With...</i>
<i>Up to...</i>	<i>With...</i>			
25% Limestone	Dolomite			

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

Use	Mixture	Aggregates Allowed	
		<i>Up to...</i>	<i>With...</i>
		50% Crushed Gravel, Crushed Concrete ^{3/} , or Dolomite ^{2/}	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

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

80265

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

Effective: January 1, 2010

Revised: April 1, 2012

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

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

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

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

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

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

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-4.75	N _{design} = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	N _{design} ≥ 90	92.0 – 96.0%	90.0%
IL-9.5, IL-9.5L, IL-12.5	N _{design} < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	N _{design} ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	N _{design} < 90	93.0 – 97.4%	90.0%

SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

80246

HOT MIX ASPHALT – PRIME COAT (BDE)

Effective: November 1, 2014

Revise Note 1 of Article 406.02 of the Standard Specifications to read:

“Note 1. The bituminous material used for prime coat shall be one of the types listed in the following table.

When emulsified asphalts are used, any dilution with water shall be performed by the emulsion producer. The emulsified asphalt shall be thoroughly agitated within 24 hours of application and show no separation of water and emulsion.

Application	Bituminous Material Types
Prime Coat on Brick, Concrete, or HMA Bases	SS-1, SS-1h, SS-1hP, SS-1vh, RS-1, RS-2, CSS-1, CSS-1h, CSS-1hp, CRS-1, CRS-2, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications.

- “(i) Vacuum Sweeper 1101.19
- “(j) Spray Paver 1102.06”

Revise Article 406.05(b) of the Standard Specifications to read:

“(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).

- (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

Type of Surface to be Primed	Residual Asphalt Rate lb/sq ft (kg/sq m)
Milled HMA, Aged Non-Milled HMA, Milled Concrete, Non-Milled Concrete & Tined Concrete	0.05 (0.244)
Fog Coat between HMA Lifts, IL-4.75 & Brick	0.025 (0.122)

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is

fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

- (2) Aggregate Bases. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface of 0.25 lb/sq ft \pm 0.01 (1.21 kg/sq m \pm 0.05).

The prime coat shall be permitted to cure until the penetration has been approved by the Engineer, but at no time shall the curing period be less than 24 hours for MC-30 or four hours for PEP. Pools of prime occurring in the depressions shall be broomed or squeegeed over the surrounding surface the same day the prime coat is applied.

The base shall be primed 1/2 width at a time. The prime coat on the second half/width shall not be applied until the prime coat on the first half/width has cured so that it will not pickup under traffic.

The residual asphalt rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2000 tons (1800 metric tons) of HMA will be placed. The test will be according to the "Determination of Residual Asphalt in Prime and Tack Coat Materials" test procedure.

Prime coat shall be fully cured prior to placement of HMA to prevent pickup by haul trucks or paving equipment. If pickup occurs, paving shall cease in order to provide additional cure time, and all areas where the pickup occurred shall be repaired.

If after five days, loss of prime coat is evident prior to covering with HMA, additional prime coat shall be placed as determined by the Engineer at no additional cost to the Department."

Revise the last sentence of the first paragraph of Article 406.13(b) of the Standard Specifications to read:

"Water added to emulsified asphalt, as allowed in Article 406.02, will not be included in the quantities measured for payment."

Revise the second paragraph of Article 406.13(b) of the Standard Specifications to read:

"Aggregate for covering prime coat will not be measured for payment."

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

"406.14 Basis of Payment. Prime Coat will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT), or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)."

Revise Article 407.02 of the Standard Specifications to read:

“407.02 Materials. Materials shall be according to Article 406.02, except as follows.

Item	Article/Section
(a) Packaged Rapid Hardening Mortar or Concrete	1018”

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

“(b) A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b).”

Delete the second paragraph of Article 407.12 of the Standard Specifications.

Revise the first paragraph of Article 408.04 of the Standard Specifications to read:

“408.04 Method of Measurement. Bituminous priming material will be measured for payment according to Article 406.13.”

Revise the first paragraph of Article 408.05 of the Standard Specifications to read:

“408.05 Basis of Payment. This work will be paid for at the contract unit price per pound (kilogram) of residual asphalt applied for BITUMINOUS MATERIALS (PRIME COAT) or POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT) and at the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.”

Revise Article 1032.02 of the Standard Specifications to read:

“1032.02 Measurement. Asphalt binders, emulsified asphalts, rapid curing liquid asphalt, medium curing liquid asphalts, slow curing liquid asphalts, asphalt fillers, and road oils will be measured by weight.

A weight ticket for each truck load shall be furnished to the inspector. The truck shall be weighed at a location approved by the Engineer. The ticket shall show the weight of the empty truck (the truck being weighed each time before it is loaded), the weight of the loaded truck, and the net weight of the bituminous material.

When an emulsion or cutback is used for prime coat, the percentage of asphalt residue of the actual certified product shall be shown on the producer’s bill of lading or attached certificate of analysis. If the producer adds extra water to an emulsion at the request of the purchaser, the amount of water shall also be shown on the bill of lading.

Payment will not be made for bituminous materials in excess of 105 percent of the amount specified by the Engineer.”

Add the following to the table in Article 1032.04 of the Standard Specifications.

"SS-1vh	160-180	70-80
RS-1, CRS-1	75-130	25-55"

Add the following to Article 1032.06 of the Standard Specifications.

"(g) Non Tracking Emulsified Asphalt SS-1vh shall be according to the following.

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59
Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec., dmm		20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

Revise the last table in Article 1032.06(f)(2)d. of the Standard Specifications to read:

"Grade	Use
SS-1, SS-1h, RS-1, RS-2, CSS-1, CRS-1, CRS-2, CSS-1h, HFE-90, SS-1hP, CSS-1hP, SS-1vh	Prime or fog seal
PEP	Bituminous surface treatment prime
RS-2, HFE-90, HFE-150, HFE- 300, CRSP, HFP, CRS-2, HFRS-2	Bituminous surface treatment
CSS-1h Latex Modified	Microsurfacing"

Add the following to Article 1101 of the Standard Specifications.

"**1101.19 Vacuum Sweeper.** The vacuum sweeper shall have a minimum sweeping path of 52 in. (1.3 m) and a minimum blower rating of 20,000 cu ft per minute (566 cu m per minute)."

Add the following to Article 1102 of the Standard Specifications:

"**1102.06 Spray Paver.** The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the

application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed."

80348

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

Revise the first sentence of the second paragraph of Article 701.17(e)(1) of the Standard Specifications to read:

“In addition to the traffic control and protection shown elsewhere in the contract for pavement, two devices shall be placed immediately in front of each open patch, open hole, and broken pavement where temporary concrete barriers are not used to separate traffic from the work area.”

80254

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

- “(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

80328

RETROREFLECTIVE SHEETING FOR HIGHWAY SIGNS (BDE)

Effective: November 1, 2014

Revise the first sentence of the first paragraph of Article 1091.03(a)(3) of the Standard Specifications to read:

“When tested according to ASTM E 810, with averaging, the sheeting shall have a minimum coefficient of retroreflection as show in the following tables.”

Replace the Tables for Type AA sheeting, Type AP sheeting, Type AZ sheeting and Type ZZ sheeting in Article 1091.03(a)(3) with the following.

Type AA Sheeting
Minimum Coefficient of Retroreflection
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AA (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FO
0.2	-4	800	600	120	80	40	200
0.2	+30	400	300	60	35	20	100
0.5	-4	200	150	30	20	10	75
0.5	+30	100	75	15	10	5	35

Type AA (45 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	Yellow	FO
0.2	-4	500	165
0.2	+30	115	40
0.5	-4	140	65
0.5	+30	60	30

Type AP Sheeting
Minimum Coefficient of Retroreflection
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AP (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	Brown	FO
0.2	-4	500	380	75	55	35	25	150
0.2	+30	180	135	30	20	15	10	55
0.5	-4	300	225	50	30	20	15	90
0.5	+30	90	70	15	10	7.5	5	30

Type AZ Sheeting
Minimum Coefficient of Retroreflection
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type AZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY
0.2	-4	375	280	75	45	25	300	230
0.2	+30	235	170	40	25	15	190	150
0.5	-4	245	180	50	30	20	200	155
0.5	+30	135	100	25	15	10	100	75
1.0	-4	50	37.5	8.5	5	2	45	25
1.0	+30	22.5	20	5	3	1	25	12.5

Type ZZ Sheeting
Minimum Coefficient of Retroreflection
Candelas/foot candle/sq ft (candelas/lux/sq m) of material

Type ZZ (Average of 0 and 90 degree rotation)

Observation Angle (deg.)	Entrance Angle (deg.)	White	Yellow	Red	Green	Blue	FYG	FY	FO
0.2	-4	570	425	90	60	30	460	340	170
0.2	+30	190	140	35	20	10	150	110	65
0.5	-4	400	300	60	40	20	320	240	120
0.5	+30	130	95	20	15	7	100	80	45
1.0	-4	115	90	17	12	5	95	70	35
1.0	+30	45	35	7	5	2	35	25	15

80350

SIDEWALK, CORNER, OR CROSSWALK CLOSURE (BDE)

Effective: January 1, 2015

| Revised: April 1, 2015

Revise the first sentence of Article 1106.02(m) of the Supplemental Specifications to read:

“The top and bottom panels shall have alternating white and orange stripes sloping 45 degrees on both sides.”

80354

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2014

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

"(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

"(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C).
WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

80288

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **40** working days.

80071

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.