

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 13, 2014

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Route FAP 307 (II 64)
Project M-4003(257)
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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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (IL 64)
District 1 Construction Funds**

Project consists of curb and gutter removal and replacement, HMA surface removal, pavement removal, PCC sidewalk removal and replacement, HMA binder and surface courses, leveling binder, aggregate base course, storm sewer installation, pavement striping, landscaping restoration and all other incidental items to complete the work on FAP Route 307 (IL 64) from Lavergne Avenue to Roy Avenue in the Village of Northlake.

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 do business in the State of Illinois prior to submitting the bid.

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

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

Check box Yes
 Check box No

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

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COOK	031	01	13-00085-00-CH (NORTHLAKE)	M-4003/257/000	FAP 307

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
XX001290	CONCRETE BOLLARDS	EACH	8.000 X	=		=	
X0323710	REMOV COND ATT TO STR	FOOT	12.000 X	=		=	
X0696100	PARKING BLOCKS	EACH	11.000 X	=		=	
X2110100	TOPSOIL F & P SPL	CU YD	400.000 X	=		=	
X4060120	NON-T BIT MATLS PR CT	POUND	13,525.000 X	=		=	
X4240430	PC CONC SIDEWALK 5 SP	SQ FT	2,575.000 X	=		=	
X5610706	WATER MAIN REMOV 6	FOOT	35.000 X	=		=	
X6026057	SAN MH REC NEW T1F CL	EACH	2.000 X	=		=	
Z0004002	BOLLARDS	EACH	2.000 X	=		=	
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000 X	=		=	
Z0018400	DRAINAGE STR ADJ	EACH	13.000 X	=		=	
Z0018700	DRAINAGE STR REMOVED	EACH	11.000 X	=		=	
Z0030850	TEMP INFO SIGNING	SQ FT	45.000 X	=		=	
Z0076600	TRAINEES	HOURL	1,000.000 X	=	0.80	=	800.00
Z0076604	TRAINEES TPG	HOURL	1,000.000 X	=	15.00	=	15,000.00

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
20201200	REM & DISP UNS MATL	CU YD	690.000 X	=		=	
20800150	TRENCH BACKFILL	CU YD	55.000 X	=		=	
21001000	GEOTECH FAB F/GR STAB	SQ YD	1,555.000 X	=		=	
25000110	SEEDING CL 1A	ACRE	0.200 X	=		=	
25000400	NITROGEN FERT NUTR	POUND	18.000 X	=		=	
25000500	PHOSPHORUS FERT NUTR	POUND	18.000 X	=		=	
25000600	POTASSIUM FERT NUTR	POUND	18.000 X	=		=	
25100630	EROSION CONTR BLANKET	SQ YD	700.000 X	=		=	
28000510	INLET FILTERS	EACH	19.000 X	=		=	
30300001	AGG SUBGRADE IMPROVE	CU YD	560.000 X	=		=	
31101100	SUB GRAN MAT B	CU YD	185.000 X	=		=	
35102000	AGG BASE CSE B 8	SQ YD	3,562.000 X	=		=	
40201000	AGGREGATE-TEMP ACCESS	TON	300.000 X	=		=	
40600400	MIX CR JTS FLANGEWYS	TON	100.000 X	=		=	
40600625	LEV BIND MM N50	TON	111.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
40600982	HMA SURF REM BUTT JT	SQ YD	38.000 X	=		=	
40603080	HMA BC IL-19.0 N50	TON	945.000 X	=		=	
40603335	HMA SC "D" N50	TON	505.000 X	=		=	
42400200	PC CONC SIDEWALK 5	SQ FT	4,440.000 X	=		=	
42400400	PC CONC SIDEWALK 7	SQ FT	60.000 X	=		=	
42400800	DETECTABLE WARNINGS	SQ FT	75.000 X	=		=	
44000100	PAVEMENT REM	SQ YD	4,060.000 X	=		=	
44000158	HMA SURF REM 2 1/4	SQ YD	2,050.000 X	=		=	
44000500	COMB CURB GUTTER REM	FOOT	1,890.000 X	=		=	
44000600	SIDEWALK REM	SQ FT	5,160.000 X	=		=	
44201297	DOWEL BARS 1	EACH	1,250.000 X	=		=	
44201761	CL D PATCH T1 10	SQ YD	140.000 X	=		=	
44300100	AREA REF CR CON TREAT	SQ YD	5,470.000 X	=		=	
550A0040	STORM SEW CL A 1 10	FOOT	39.000 X	=		=	
550A0430	STORM SEW CL A 2 30	FOOT	20.000 X	=		=	

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
55100300	STORM SEWER REM 8	FOOT	22.000 X	=			
55100400	STORM SEWER REM 10	FOOT	12.000 X	=			
55100500	STORM SEWER REM 12	FOOT	8.000 X	=			
55101400	STORM SEWER REM 30	FOOT	20.000 X	=			
56103000	D I WATER MAIN 6	FOOT	28.000 X	=			
56400500	FIRE HYDNTS TO BE REM	EACH	1.000 X	=			
56400820	FIRE HYD W/AUX V & VB	EACH	1.000 X	=			
56500600	DOM WAT SER BOX ADJ	EACH	5.000 X	=			
60200105	CB TA 4 DIA T1F OL	EACH	6.000 X	=			
60206905	CB TC T1F OL	EACH	9.000 X	=			
60221100	MAN TA 5 DIA T1F CL	EACH	2.000 X	=			
60250400	CB ADJ NEW T1F OL	EACH	1.000 X	=			
60250500	CB ADJ NEW T1F CL	EACH	2.000 X	=			
60252800	CB RECONST	EACH	2.000 X	=			
60406000	FR & LIDS T1 OL	EACH	1.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
60406100	FR & LIDS T1 CL	EACH	1.000 X	=			
60603800	COMB CC&G TB6.12	FOOT	2,450.000 X	=			
60605000	COMB CC&G TB6.24	FOOT	150.000 X	=			
67100100	MOBILIZATION	L SUM	1.000 X	=			
70102620	TR CONT & PROT 701501	L SUM	1.000 X	=			
70102630	TR CONT & PROT 701601	L SUM	1.000 X	=			
70102635	TR CONT & PROT 701701	L SUM	1.000 X	=			
70102640	TR CONT & PROT 701801	L SUM	1.000 X	=			
70103815	TR CONT SURVEILLANCE	CAL DA	19.000 X	=			
72000100	SIGN PANEL T1	SQ FT	75.000 X	=			
72900100	METAL POST TY A	FOOT	105.000 X	=			
78000200	THPL PVT MK LINE 4	FOOT	1,580.000 X	=			
78000400	THPL PVT MK LINE 6	FOOT	445.000 X	=			
78000650	THPL PVT MK LINE 24	FOOT	125.000 X	=			
80400100	ELECT SERV INSTALL	EACH	1.000 X	=			

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
81028160	UNDRGRD C GALVS 3/4	FOOT	130.000 X	=			
81702450	EC C XLP USE 3-1C 10	FOOT	160.000 X	=			
85000200	MAIN EX TR SIG INSTAL	EACH	1.000 X	=			
87900200	DRILL EX HANDHOLE	EACH	2.000 X	=			
88600600	DET LOOP REPL	FOOT	70.000 X	=			
89502300	REM ELCBL FR CON	FOOT	240.000 X	=			
89502376	REBUILD EX HANDHOLE	EACH	4.000 X	=			

TOTAL \$

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

RETURN WITH BID

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

I. GENERAL

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

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

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

I acknowledge, understand and accept these terms and conditions.

II. ASSURANCES

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

A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

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

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

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

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

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

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

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

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

D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

F. Confidentiality

Section 50-45. Confidentiality.

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

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

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G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

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C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

F. Educational Loan

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

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

G. Bid-Rigging/Bid Rotating

Section 33E-11 of the Criminal Code of 2012 provides:

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

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

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

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

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

H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

Section 50-36 of the Code, 30ILCS 500/50-36 provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

NA-FEDERAL

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

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IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$25,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.
The current annual salary of the Governor is \$177,412.00.

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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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.

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

RETURN WITH BID

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (II 64)
District 1 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

TABLE B

Table with 13 columns: JOB CATEGORIES, TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (BLACK, HISPANIC, *OTHER MINOR. (M, F)), APPRENTICES (M, F), ON THE JOB TRAINEES (M, F). Rows include OFFICIALS (MANAGERS), SUPERVISORS, FOREMEN, CLERICAL, EQUIPMENT OPERATORS, MECHANICS, TRUCK DRIVERS, IRONWORKERS, CARPENTERS, CEMENT MASONS, ELECTRICIANS, PIPEFITTERS, PLUMBERS, PAINTERS, LABORERS, SEMI-SKILLED, LABORERS, UNSKILLED, and TOTAL.

Table with 4 columns: TOTAL EMPLOYEES (M, F), MINORITY EMPLOYEES (M, F). Title: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT.

TABLE C

Table with 9 columns: EMPLOYEES IN TRAINING, TOTAL EMPLOYEES (M, F), BLACK (M, F), HISPANIC (M, F), *OTHER MINOR. (M, F). Rows include APPRENTICES and ON THE JOB TRAINEES.

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

FOR DEPARTMENT USE ONLY

Note: See instructions on page 2

RETURN WITH BID

**Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (II 64)
District 1 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (II 64)
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., _____.

(Company Name)

By _____
(Signature and Title)

Notary for PRINCIPAL

STATE OF _____
COUNTY OF _____

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

(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

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

(Company Name)

By _____
(Signature of Attorney-in-Fact)

Notary for SURETY

STATE OF _____
COUNTY OF _____

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

(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

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

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

(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



Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm.

(2) Work:

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

Pay Item No.	Description	Quantity	Unit Price	Total
Total				

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

(4) Commitment

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

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

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

Signature for Contractor __ 1st Tier __ 2nd Tier

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

Title _____

Title _____

Date _____

Date _____

Contact Person _____

Contact Person _____

Phone _____

Phone _____

Firm Name _____

Firm Name _____

Address _____

Address _____

City/State/Zip _____

City/State/Zip _____

E _____

WC _____

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

PROPOSAL ENVELOPE



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. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (II 64)
District 1 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 200 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. 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 the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m. June 13, 2014. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 61A43
COOK County
Section 13-00085-00-CH (Northlake)
Project M-4003(257)
Route FAP 307 (IL 64)
District 1 Construction Funds**

Project consists of curb and gutter removal and replacement, HMA surface removal, pavement removal, PCC sidewalk removal and replacement, HMA binder and surface courses, leveling binder, aggregate base course, storm sewer installation, pavement striping, landscaping restoration and all other incidental items to complete the work on FAP Route 307 (IL 64) from Lavergne Avenue to Roy Avenue in the Village of Northlake.

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

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

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

CONTRACT 61A43
INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2014

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

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

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

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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:

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LR SD13		<input type="checkbox"/> Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR SD406		<input type="checkbox"/> RESCINDED		
LR 102-2		<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	Jan. 1, 2001	Jan. 1, 2014
LR 105	114	<input checked="" type="checkbox"/> Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2		<input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	117	<input checked="" type="checkbox"/> Insurance	Feb. 1, 2007	Aug. 1, 2007
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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
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LR 400-6		<input type="checkbox"/> Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7		<input type="checkbox"/> Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402		<input type="checkbox"/> Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1		<input type="checkbox"/> Surface Profile Milling of Existing, Recycled or Reclaimed Flexible Pavement	Apr. 1, 2012	Jun. 1, 2012
LR 403-2		<input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406		<input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
LR 420		<input type="checkbox"/> PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442		<input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		<input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		<input type="checkbox"/> Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		<input type="checkbox"/> Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		<input type="checkbox"/> Pipe Culverts, Type _____ (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		<input type="checkbox"/> Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702		<input type="checkbox"/> Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012	Jun. 1, 2012
LR 1000-2		<input type="checkbox"/> Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	June 1, 2012	
LR 1004		<input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030		<input type="checkbox"/> Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		<input type="checkbox"/> Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		<input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

BDE SPECIAL PROVISIONS
For the April 25 and June 13, 2014 Lettings

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

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192			Automated Flagger Assistance Device	Jan. 1, 2008	
80173	118	X	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241			Bridge Demolition Debris	July 1, 2009	
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531			Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	April 1, 2013
80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	April 1, 2014
* 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	121	X	Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	
80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	122	X	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
* 80335	125	X	Contract Claims	April 1, 2014	
80029	126	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265			Friction Aggregate	Jan. 1, 2011	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329			Glare Screen	Jan. 1, 2014	
80303	135	X	Granular Materials	Nov. 1, 2012	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80246	136	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric Requirements	Nov 1, 2013	
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov 1, 2013	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov 1, 2013
* 80336			Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324			LRFD Pipe Culvert Burial Tables	Nov 1, 2013	April 1, 2014
80325	138	X	LRFD Storm Sewer Burial Tables	Nov 1, 2013	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80337			Paved Shoulder Removal	April 1, 2014	
80330			Pavement Marking for Bike Symbol	Jan. 1, 2014	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254	148	X	Pavement Patching	Jan. 1, 2010	
80331	149	X	Payrolls and Payroll Records	Jan. 1, 2014	
80332			Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	151	X	Portland Cement Concrete Equipment	Nov 1, 2013	
* 80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	

<u>File Name</u>	<u>Pg.</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80328	152	X	Progress Payments	Nov. 2, 2013	
80281	153	X	Quality Control/Quality Assurance of Concrete Mixes	Jan. 1, 2012	Jan. 1, 2014
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
* 80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	April 1, 2014
80327			Reinforcement bars	Nov 1, 2013	
80283	154	X	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	158	X	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307			Seeding	Nov. 1, 2012	
* 80339			Stabilized Subbase	April 1, 2014	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301	159	X	Tracking the Use of Pesticides	Aug. 1, 2012	
80333			Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	160	X	Training Special Provisions	Oct. 15, 1975	
* 80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288	163	X	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	167	X	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

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

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

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80224	Restoring Bridge Approach Pavements Using High-Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

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

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

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012 (hereinafter referred to as the "Standard Specifications"); the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedure of Materials" in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions", adopted January 1, 2014, indicated on the Check Sheet included herein; all of which apply to and govern the construction of North Avenue Frontage Road Reconfiguration Project, Section Number 13-00085-00-CH, Project Number M-4003(257) in Northlake, Cook County.

These Special Provisions included herein apply to and govern the proposed improvement designated and in case of conflict with any part or parts of said specifications, said Special Provisions shall take precedent and shall govern Contract Number 61A43.

Location of Project

The project is located along the Frontage Roads of North Avenue (IL 64) (F.A.P. 307) between Lavergne Avenue and Roy Avenue in the City of Northlake, Cook County. Of a total of 2,314 feet (0.44 miles) (gross length), 1,281 feet (0.24 miles) (net length) will be improved. The area between Wolf Road and Prater Avenue is omitted from the project.

Description of Improvement

The work consists of curb and gutter removal and replacement, hot-mix asphalt surface removal, pavement removal, P.C.C. sidewalk removal and replacement, hot-mix asphalt surface course, leveling binder, binder course, aggregate base course, storm sewer installation, pavement striping and landscaping restoration, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: January 24, 2013

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

Name of Utility	Type	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
AT&T (Distribution) 1000 Commerce Dr., Floor 1 Oak Brook, IL 60523 Steve Larson Phone: 630-573-6464	Telephone	Aerial facilities in rear of buildings. Buried conduit in west r.o.w. of Wolf Rd.	None.
Comcast 688 Industrial Drive Elmhurst, IL 60126 Martha Gieras Phone: 630-600-6352	Cable TV	Aerial facilities on ComEd poles located throughout the project limits.	None.
Commonwealth Edison 1N423 Swift Road Lombard, IL 60148 Joe Stacho Phone: 630-424-5704	Electricity	Aerial facilities located throughout the project limits along the Frontage Roads.	None anticipated.
Nicor Gas 1844 Ferry Road Naperville, IL 60563 Constance Lane Phone: 630-388-3830	Natural Gas	Underground facilities located throughout the project limits.	Main to be moved by Nicor between Sta. 24+00 and 26+75. Existing main is shallow.
MCI – Verizon Investigations Dept. 42864-107 2400 N. Glenville Richardson, TX 75082 Dean Boyers Phone:	Fiber	Underground facilities located throughout the project limits.	Structure to be adjusted with new frame.

MWRDGC Sewer Design 100 E. Erie Street Chicago, IL 60611 Haniff Munshi Phone:	Sewer	Underground 42" sewer in North Avenue center median.	None.
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The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

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

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

TRAFFIC CONTROL PLAN

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

Special attention is called to Article 107.09 of the Standard Specification 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 City of Northlake and District One Bureau of Traffic at least 72 hours in advance of beginning work.

STANDARDS: 701006-05, 701101-04, 701301-04, 701311-03, 701427-02, 701501-06, 701601-09, 701701-09, 701801-05, 701901-03.

DETAILS: Traffic Control and Protection for Sideroads, Intersections and Driveways (TC-10); District One Typical Pavement Marking (TC-13); Arterial Road Information Sign (TC-22)

SPECIAL PROVISIONS: Maintenance for Roadways, Public Convenience and Safety, Temporary Information Signing, Pavement Marking Removal (Recurring SP Check Sheet #33), and Pavement Patching (BDE).

TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996

Revised: January 2, 2007

Description.

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

Materials.

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

	<u>Item</u>	<u>Article/Section</u>
a.)	Sign Base (Notes 1 & 2)	1090
b.)	Sign Face (Note 3)	1091
c.)	Sign Legends	1092
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 4)	1090.02

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

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

Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.

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

GENERAL CONSTRUCTION REQUIREMENTS

Installation.

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

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

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

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

Method Of Measurement.

This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

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

Basis Of Payment.

This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

MAINTENANCE OF ROADWAYS (DISTRICT 1)

Effective: September 30, 1985

Revised: November 1, 1996

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

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

WORKING DAYS

The CONTRACTOR shall complete all contract work within 60 working days. However, all contract work to be completed between Lavergne Avenue and Wolf Road shall be completed within 20 working days.

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 ADA Solutions, Inc. Detectable Warning Plate Product #2460NV11REP, Armor-Tile Detectable/Tactile Warning Surface Tile ADA-C-XXXXX, or Access Tile Detectable Warning Plate ACC-R-24XX-XX. 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 CITY 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.

DUCTILE IRON WATER MAIN

This item shall be constructed in accordance with the applicable portions of Section 561 of the STANDARD SPECIFICATIONS and with the applicable portions of Section 41 of the WATER AND SEWER SPECIFICATIONS except as modified herein.

The water main and fittings shall be ductile cast iron, cement lined, with push-on joints, Class 52, of the size as designated in the plans, and shall conform to the latest ANSI/AWWA C151/A21.51-86, C111 and C104.

Wherever water is encountered in the trench, it shall be removed during pipe laying and jointing operations. Provisions shall be made to prevent floating of the pipe. Any dewatering of the trenches shall be considered incidental. At no time shall trench water be allowed to enter the water main. Water main shall be installed to provide a minimum of 5.5' of cover.

All types of pipe shall be handled in such a manner as to prevent damage to the pipe or coating. Accidental damage to the pipe or coating shall be repaired to the satisfaction of the ENGINEER, or be removed from the job, and the methods of handling shall be corrected to prevent further damage when called to the attention of the CONTRACTOR.

The pipe shall be inspected by the ENGINEER for defects while suspended above grade.

Dirt or other foreign material shall be prevented from entering the pipe or pipe joint during handling or laying operations, and any pipe or fitting that has been installed with dirt or foreign material therein shall be removed, cleaned and re-laid. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug, or by other means subject to the review of the ENGINEER, to ensure absolute cleanliness inside the pipe. All cutting of existing water main pipe for the insertion of valves, tees or other fittings shall be performed without damage to the pipe or pipe lining, and so as to leave a smooth end at right angles to the axis of the pipe. Any damaged water main shall be re-cut and replaced by the CONTRACTOR at his sole expense.

Ductile iron pipe, pipe fittings and valve bodies, as well as cast iron valve boxes, shall be wrapped with polyethylene film, a minimum of 8 mils in thickness. The entire wrap on any pipe or fitting shall have a single seam secured by waterproof tape. Polyethylene shall overlap a minimum of 24 inches at seams. The wrap shall enclose the entire pipe or fitting and shall be secured to the adjoining pipe barrel by waterproof tape tightened securely around the juncture of the wrap and the pipe barrel. The CONTRACTOR shall re-wrap the water main at all service tap locations. All polyethylene wrapped ductile iron pipe, pipe fittings and valve bodies shall be inspected by the ENGINEER.

A canvas strap shall be used to lower the water main into the trench to avoid damaging the polyethylene film.

The first two joints beyond any valve bend, cross, or tee shall be restrained with retainer glands. Also, any joint where the proposed water main ties into the existing water main shall be restrained with retainer glands. Retainer glands shall be TR-Flex or Field-Lok by U.S. Pipe, Mega Lugs by EBAA Iron, or Uni-Flange by Ford Meter Box Company. Also all bends, crosses, and tees shall be additionally restrained with thrust blocks as shown on the details in the plans. The cost of retainer glands and thrust blocks shall be considered included in the cost of the ductile iron water main.

Basis of Payment. This work will be paid for at the contract unit price per foot for DUCTILE IRON WATER MAIN, of the diameter specified, measured in place. This price shall include the cost of all pipe, joint materials, fittings, retainer glands, thrust blocks, hydrostatic pressure tests, leakage tests, disinfecting of the water main, excavation, and polyethylene wrapping. Excavation and backfill, with the exception of surface removal items listed specifically in the schedule of prices and trench backfill as required, will not be measured for payment but shall be considered as incidental to the contract unit price per linear foot of ductile iron pipe water main of the class and size specified. Granular Cradle (CA-7) from four inches (4") below the bottom of the pipe to twelve inches (12") above the top of the pipe will not be measured for payment but shall be considered as incidental to contract unit price per liner foot or ductile iron pipe water main of the class and size specified.

This item shall also include any and all items such as corporation stops (for testing), water pumps, gauges, meters and laboratory test costs, and all other items necessary to complete this work as specified.

PRESSURE TESTING OF WATER MAINS

After the pipe has been laid and partially backfilled as specified herein, all newly-laid pipe valved sections and fire hydrants, unless otherwise expressly specified, be subjected to a hydrostatic pressure of 150 psi at the lowest elevation of the pipe section. The ENGINEER shall be given 24 hours notice prior to the beginning of testing. The duration of each pressure test shall be not less than four hours. Water main testing shall be in accordance with the applicable portions of AWWA Standards C600 and C603, or as otherwise modified herein.

Procedure for Test - The CONTRACTOR shall notify the OWNER at least twenty-four hours prior to the pressure test. Valves will be turned on only under the supervision of the OWNER, and the OWNER will witness all pressure testing.

Each section of pipe to be tested, as determined by the ENGINEER, shall be slowly filled with water and the specified test pressure shall be applied by means of a pump connected to the pipe in a satisfactory manner. The pump pipe connection and all necessary apparatus, including gauges and meters; shall be furnished by the CONTRACTOR. Before applying the specified test pressure, all air shall be expelled from the pipe. To accomplish this, taps shall be made, if necessary, at points of highest elevations and afterwards tightly plugged. Any cracked or defective pipes, fittings, valves, or hydrants discovered in consequence of this pressure test shall be removed and replaced by the CONTRACTOR with sound material, and test shall be repeated until satisfactory to the ENGINEER and the OWNER. The provisions of AWWA C600 and C603, where applicable, shall apply.

The pressure testing shall be accomplished with fire hydrant auxiliary valves open.

Leakage Test: After completion of the pressure test, a leakage test shall be conducted to determine the quantity of water lost by leakage under the specified test pressure.

1. Test pressure is defined as the maximum operating pressure of the section under test, and is based on the elevation of the lowest point in the line or section under test corrected to the elevation of the test gauge. Applicable provisions of AWWA C600 and C603 shall apply. The minimum duration of each leakage test shall be one (1) hour in addition to the pressure test period.
2. Allowable leakage in gallons per hour for cast iron water main shall not be greater than that determined by the following formula:

$$L = \frac{ND \sqrt{P}}{7400}$$

Note: L = Allowable leakage in gallons per hour
N = Number of joints in length of pipeline tested.
D = Nominal diameter of the pipe in inches.

P = Average test pressure during leakage test in pounds per square inch gauge.

3. Leakage is defined as the quantity of water to be supplied in the newly laid pipe or any valved section under test, which is necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

Immediately after a passed test the pressure shall be drained through a fire hydrant until it is below the potable system pressure.

DISINFECTION OF WATER MAINS

Disinfection of water mains shall be completed in accordance with Section 41-2.14 of the WATER AND SEWER SPECIFICATIONS except as modified in this Special Provision.

The OWNER shall be notified at least twenty-four hours before the disinfection procedure. Representatives of the water division must be present during the procedure.

A. Flushing

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If no hydrant is installed at the end of the main, then a tap should be provided large enough to develop a velocity of at least two and five-tenths (2.5) feet per second in the main. One two and one-half (2 1/2) inch hydrant opening will, under normal pressures, provide this velocity in pipe sized up to and including twelve (12) inches.

All taps required for chlorination or flushing purposes, or for temporary or permanent release of air, shall be provided for by the CONTRACTOR as part of the construction of water mains.

B. Requirement of Chlorine

A free chlorine residual of at least 50 ppm and no more than 400 ppm must be reached throughout the entire length and branch lines of the water main. After the super-chlorinated water has sat in the main for twenty-four hours, a chlorine residual test shall be taken to insure the residual has not dropped by over one-half.

C. Form of Applied Chlorine

Chlorine shall be applied by the method which follows, subject to the review of the ENGINEER.

Chlorination shall be made by the use of chlorine gas only. The dry gas shall be fed directly through proper devices for regulating the rate of flow and providing effective diffusion of the gas into the water within the pipe being treated. Chlorinating devices for feeding the chlorine gas must provide means for preventing the backflow of water into the chlorine. The chlorine gas shall be injected into the main at intervals of no more than 1,000 feet.

D. Point of Application

The preferred point of application of the chlorine gas is at the beginning of the pipe line extension or any valved section of it, and through a corporation stop inserted in the pipe. The water injector for delivering the chlorine-bearing water into the pipe should be supplied from a tap made on the pressure side of the gate valve controlling the flow into the pipe line

extension. Alternate points of application may be used subject to the review of the ENGINEER.

E. Preventing Reverse Flow

Valves shall be manipulated so that the strong chlorine solution in the line being treated will not flow back into the line supplying the water. Check valves may be used if desired.

F. Retention Period

Treated water shall be retained in the pipe at least twenty-four (24) hours. After this period, the chlorine residual at pipe extremities and at other representative points shall be at least twenty-five (25) mg/l.

G. Chlorinating Valves and Hydrants

In the process of chlorinating newly laid pipe, all valves or other appurtenances shall be operated while the pipe line is filled with the chlorinating agent and under normal operating pressure.

H. Final Flushing and Testing

Following chlorination, all treated water shall be thoroughly flushed from the newly laid pipe at its extremity until the replacement water throughout its entire length shows, upon test, a chlorine residual of less than one (1) mg/l. In the event chlorine is normally used in the source of supply, then the test shall show a residual of not in excess of that carried in the system.

At this time a water sample will be taken by the CONTRACTOR or his representative and sent to a state-certified water lab of his choice. Also at this time the OWNER will witness the sampling. The CONTRACTOR shall take two (2) samples, 24 hours apart with satisfactory results or the procedure shall be repeated.

I. Repetition of Flushing and Testing

Should the initial treatment result in an unsatisfactory bacterial test, the original chlorination procedure shall be repeated by the CONTRACTOR until satisfactory results are obtained. After water main passes chlorination testing, the corporation stop used to chlorinate the main shall be shut off and any piping removed.

FIRE HYDRANTS TO BE REMOVED

Description. This work shall consist of the removal of existing fire hydrants, including auxiliary valves, and plugging and blocking of abandoned water main as indicated on the plans or required by the ENGINEER. The existing fire hydrants are not to be removed until after the new fire hydrants have been installed and satisfactorily tested. The fire hydrants to be removed shall become the property of the OWNER and shall be delivered to the Public Works Facility. The CONTRACTOR is to bag any existing or new fire hydrants that are not in use.

Measurement and Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, which price shall be payment in full for all labor, equipment, and material necessary to complete the work as specified herein.

FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX

Description: This work shall consist of furnishing new fire hydrants of the type and size specified herein below at the locations indicated on the plans or otherwise directed by the ENGINEER.

Materials: Hydrants shall be of the compression or gate type conforming to the latest specifications of the American Water Works Association, C502, and shall be of a make that has been adopted by the owner as standard. Hydrants shall be designed for a 150 -pound working pressure. Hydrants shall be finished with two (2) 2½" hose nozzles, and one (1) 4½" steamer connection. Threads on nozzles and caps shall be national standard thread and shall conform to the standard adopted by the owner. Hydrants shall open by turning to the left or counter-clockwise and shall be so marked. All new fire hydrants furnished under this contract shall be made by a "Yellow" color Waterous B-67 with no weather shield, and shall have traffic flange construction design with a break way flange and mechanism at the ground line.

Hydrants shall have a six-inch (6") pipe connection, shall be equipped with a (6") auxiliary valve, and shall have a five and one-quarter inch (5-1/4") valve opening. The auxiliary valve shall be attached to the hydrant by means of an 18" to 24" long, 6" spool piece with wedge type mechanical joint couplings. The joint for joining the auxiliary valve shall be fitted with a cast iron valve box of the same type as specified under standard drawing #14 of the STANDARD SPECIFICATIONS for Water and Sewer Main Construction in Illinois. A valve box stabilizer shall be rubber of the type Adapter Inc. Stabilizer and shall be installed between the valve box and the auxiliary valve.

A hydrant and valve box grip shall be furnished and installed to hold the valve box in place during the backfilling operation. The assembly is available through BLR Enterprises @ 630-554-0319.

Installation: Hydrants shall be set at the locations indicated on the plans, and shall be such length that with the frost ring nearly at the ground level, there will be five and one-half feet (5 ½") of cover over the connecting pipe and the height of the nut on the cap is 18"-24" above the ground. At least four feet (4') of cover will be provided across ditches. Hydrants shall be placed on a large, flat stone, and shall have a minimum of one-half cubic yard (1/2cy.) of gravel or porous stone around the base to provide drainage for the hydrant drip. This shall include a 3-4 mil. plastic barrier, between the gravel drain field and the earth cover. All hydrants shall be properly braced to prevent movement. Any mechanical joint glands required on any mechanical joint fittings necessary for the installation of the hydrants shall be retainer-type glands. All hydrants shall be placed so that the steamer connection is facing the existing roadway. The area where the hydrant is installed shall be replaced (topsoil and seed) to the existing condition prior to installation.

Basis of Payment: This work will be paid for at the contract unit price each for FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX, which price for all work as

specified herein, and shall include up to six feet (6') of six inch (6") diameter pipe between the auxiliary valve and the water main.

DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

Description. This work shall consist of adjusting domestic water service boxes to match the proposed finished grade as directed by the ENGINEER, in accordance with Section 565 of the STANDARD SPECIFICATIONS.

Top sections, extensions and/or caps compatible with the existing box, may be required to adjust the box to the final grade. Replacement of damaged caps shall be considered incidental to this item.

For boxes which are located in sidewalks or driveways constructed as part of this improvement, the CONTRACTOR is responsible for confirming all caps and bolts can be opened after the concrete or asphalt has been placed. The CONTRACTOR shall confirm each roundway is keyable. If the CONTRACTOR cannot key the roundway, he shall notify the ENGINEER. After the work has been completed, the CONTRACTOR shall open each box in the presence of the ENGINEER.

Method of Measurement and Basis of Payment. This work shall be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED.

MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION

Description. This work shall consist of maintaining an existing traffic signal which shall remain in operation during construction. This work, including the following revisions, shall be performed in accordance with Section 850 of the Standard Specifications.

Revise Articles 850.02 and 850.03 of the Standard Specifications to read:

Procedure.

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the CONTRACTOR begins any physical work on the Contract or any portion thereof.

The CONTRACTOR shall have electricians with IMSA Level II certification on staff to provide signal maintenance.

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries), telephone service installations, communication cables, conduits to adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State.

Maintenance.

The maintenance shall be according to MAINTENANCE AND RESPONSIBILITY in Division 800 of the IDOT District One Traffic Signal specifications and the following:

The CONTRACTOR shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The CONTRACTOR shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The CONTRACTOR shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the CONTRACTOR shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the ENGINEER. The CONTRACTOR shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the CONTRACTOR shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The

CONTRACTOR shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The CONTRACTOR shall provide the ENGINEER with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the ENGINEER.

Traffic signal equipment which is lost or not returned to the State for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

The CONTRACTOR shall respond to all emergency calls from the State or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the CONTRACTOR shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the CONTRACTOR at no additional charge to the contract. The CONTRACTOR may institute action to recover damages from a responsible third party. If at any time the CONTRACTOR fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the ENGINEER cannot contact the CONTRACTOR's designated personnel, the ENGINEER shall have the County's Electrical Maintenance Contractor perform the maintenance work required. The County's Electrical Maintenance Contractor shall bill the CONTRACTOR for the total cost of the work. The CONTRACTOR shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the CONTRACTOR. The CONTRACTOR shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the CONTRACTOR for Maintenance.

Method of Measurement and Basis of Payment. This work will be measured and paid for at the contract price per each for MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

**TRAFFIC SIGNAL SPECIFICATIONS FOR DETECTOR REPLACEMENT AND/OR
INSTALLATION ON ROADWAY GRINDING, RESURFACING, & PATCHING
OPERATIONS**

Effective: October 1, 1999
Revised: January 1, 2007

The following Traffic Signal Special Provisions and the "District 1 Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction."

The intent of this Special Provision is to prescribe the materials and construction methods commonly used to replace traffic signal detector loops and replace magnetic signal detectors with detector loops during roadway resurfacing, grinding and patching operations. Loop detector replacement will not require the transfer of traffic signal maintenance from the District Electrical Maintenance Contractor to this contract's electrical contractor. Replacement of magnetic detector will require wiring revisions inside the control cabinet and therefore the transfer of maintenance will be required. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the ENGINEER.

The work to be provided under this contract consists of furnishing and installing all traffic signal work as specified on the Plans and as specified herein in a manner acceptable and approved by the ENGINEER.

NOTIFICATION OF INTENT TO WORK.

Contracts such as pavement grinding or patching which result in the destruction of traffic signal detection require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the detection removal, the Contractor shall notify the:

- Traffic Signal Maintenance and Operations Engineer at (847) 705-4424
- IDOT Electrical Maintenance Contractor at (773) 287-7600

at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection.

Failure to provide proper notification may require the District's Electrical Maintenance Contractor to be called to investigate complaints of inadequate traffic signal timing. All costs associated with these expenses will be paid for by the CONTRACTOR at no additional expense to the Department according to Section 109 of the "Standard Specifications."

ACCEPTANCE OF MATERIAL.

The Contractor shall provide:

1. All material approval requests shall be submitted a minimum of seven (7) days prior to the delivery of equipment to the job site, or within 30 consecutive

- calendar days after the contract is awarded, or within 15 consecutive calendar days after the preconstruction meeting, whichever is first.
2. Seven (7) copies of a letter listing the manufacturer's name and model numbers of the proposed equipment shall be supplied. The letter will be reviewed by the Traffic Design Engineer to determine whether the equipment to be used is approved. The letters will be stamped as approved or not approved accordingly and returned to the CONTRACTOR.
 3. One (1) copy of material catalog cuts.
 4. The contract number, permit number or intersection location must be on each sheet of the letter and material catalog cuts as required in items 2 and 3.

INSPECTION OF CONSTRUCTION.

When the road is open to traffic, except as otherwise provided in Section 801 and 850 of the Standard Specifications, the CONTRACTOR may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. If this work is not completed in time, the Department reserves the right to have the work completed by others at the CONTRACTOR's expense.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements will be subject to removal and disposal at the CONTRACTOR's expense.

RESTORATION OF WORK AREA.

Restoration of the traffic signal work area shall be incidental to the related pay item such as foundation, conduit, handhole, trench and backfill, etc., and no extra compensation shall be allowed. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced as shown in the plans or in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded.

REMOVAL, DISPOSAL AND SALVAGE OF EXISTING TRAFFIC SIGNAL EQUIPMENT.

This item shall be incidental to this contract. All material and equipment removed shall become the property of the CONTRACTOR and disposed of by the CONTRACTOR outside the State's right-of-way. No additional compensation shall be provided to the CONTRACTOR for removal, disposal or salvage expense for the work in this contract.

DETECTOR LOOP REPLACEMENT.

This work shall consist of replacing existing detector loops which are destroyed during grinding, resurfacing, or patching operations.

If damage to the detector loop is unavoidable, replacement of the existing detection system will be necessary. This work shall be completed by an approved Electrical Contractor as directed by the ENGINEER.

Replacement of the loops shall be accomplished in the following manner: The ENGINEER shall mark the location of the replacement loops. The Traffic Signal Maintenance and Operations Engineer shall be called to approve loop locations prior to the cutting of the pavement. The Contractor may reuse the existing conduit (duct) located between the existing handhole and the pavement if it hasn't been damaged. All burrs shall be removed from the edges of the existing conduit which may cause damage to the new detector loop during installation. If the existing conduit is damaged beyond repair, or if it cannot be located, or if additional conduits are required to provide one lead-in duct for each proposed loop; the Contractor shall be required to drill through the existing pavement into the appropriate handhole, and install 25 mm (1") unit duct conduit. This work and the required materials shall not be paid for separately but shall be included in the pay item Detector Loop Replacement. Upon establishment of the duct, the loop may be cut, installed, sealed and spliced to the twisted-shielded controller cable in the handhole.

Detector loop measurements shall include the saw-cut and the length of the loop lead-in leading to the edge of pavement. Unit duct, splicing, trench and backfill, and drilling of pavement or handholes shall be incidental to detector loop quantities.

All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement or the curb shall be cut with a 6.3 mm (1/4") deep x 100 mm (4") saw-cut to mark location of each loop lead-in.

A minimum of seven (7) working days prior to the CONTRACTOR cutting loops, the CONTRACTOR shall have the proposed loop locations marked and contact the Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout.

Loop detectors shall be installed according to the requirements of the "District 1 Standard Traffic Signal Design Details." Saw-cuts from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut unless directed otherwise by the ENGINEER or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit 250W175C water proof tag secured to each wire with nylon ties. The lead-in wire, including all necessary connections for proper operation, from the edge of pavement to the handhole, shall be incidental to the price of the detector loop.

Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295 or Percol Elastic Cement A/C Grade. The sealant shall be installed 3 mm (1/8") below the pavement surface, if installed above the surface the overlap shall be removed immediately.

Round loop(s) 1.8 m (six foot) diameter may be substituted for 1.8 m (six foot) by 1.8 m (six foot) square loop(s) and shall be paid for as 7.2 m (24 feet) of detector loop.

Resistance to ground shall be a minimum of 100 megohms under any conditions of weather or moisture.

Heat shrink splices shall be used according to the "District 1 Standard Traffic Signal Design Details."

Basis of Payment. Detector Loop Replacement shall be paid for at the contract unit price per foot of DETECTOR LOOP REPLACEMENT measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire in the slot, which price shall be payment in full for furnishing, installing, and testing the detector loop complete in place. Drilling handholes, sawing the pavement, furnishing and installing unit-duct to the appropriate handhole, cable splicing to provide a fully operable detector loop, and all trench and backfill shall be considered incidental to the cost of DETECTOR LOOP REPLACEMENT.

REMOVE CONDUIT ATTACHED TO STRUCTURE

Description. This work shall consist of removing the existing electric service wiring and conduit, replacing it with new underground electric conduit and wire, and reusing the existing disconnect switch for the relocated City of Northlake bus shelter as shown on the plans and in accordance with all City Ordinances and NEC requirements.

Materials and Construction Requirements. The Contractor shall coordinate all work with Bruce Campbell of ICSC @ (773) 545-5296 and the City of Northlake to provide new electric service from an existing disconnect switch located on an existing ComEd pole to the relocated bus shelter. This work shall include all conduit, wiring, trenching, fittings, electrical connections and the removal/disposal of all existing wiring and cables.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price per foot for REMOVE CONDUIT ATTACHED TO STRUCTURE, which price shall be payment in full for all work listed herein and as shown on the plans or as directed by the Owner. All required grounding shall be as specified on the drawings and shall be included with this pay item for a complete and operational electric service.

PARKING BLOCKS

Description. This work shall consist of furnishing and installing precast concrete parking blocks at the location shown on the plans, or as directed by the ENGINEER. This work shall include all labor, materials, tools and equipment necessary to completely furnish and install the precast concrete parking blocks as specified, including incidental items, clean up, and restoration of the location.

Submittals: The CONTRACTOR shall submit concrete mix design(s) used in the precasting the parking block for review and approval by the ENGINEER. All mix designs shall be IDOT mix designs approved for the ready-mix supplier. The CONTRACTOR shall submit to the ENGINEER a certificate from the supplier indicating the grade of steel being furnished to the job.

Quality Assurance: Except as specified in this section herein, precast concrete items shall comply with the requirements specified in ACI 318. Finished concrete surfaces shall comply with the tolerances specified in ACI 347.

Installation: Parking blocks shall be anchored with $\frac{3}{4}$ " diameter, three foot long anchor pins driven $\frac{1}{2}$ " below the top of the parking block.

Method of Measurement and Basis of Payment. This work shall be measured for payment per each for PARKING BLOCKS which shall include all material and labor necessary to install specified herein.

TOPSOIL FURNISH AND PLACE, SPECIAL

Description. This work shall consist of furnishing and placing topsoil in accordance with Section 211 of the STANDARD SPECIFICATIONS.

Construction Requirements. The CONTRACTOR shall be required to furnish and place topsoil in all areas where an existing pavement section is removed as shown on the plans and in areas deemed necessary by the ENGINEER. The topsoil shall be placed to a depth to meet the proposed back of curb elevation. It shall be the CONTRACTOR'S responsibility to ensure proper drainage from the landscaped areas to the proposed drainage structures. It shall be noted that pavement removal has been estimated at 14 inches. This topsoil shall be approved by the ENGINEER prior to its use.

Topsoil shall not be placed until the area to be covered has been shaped, trimmed and finished according to Section 212. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the layer of topsoil to be applied.

The ENGINEER will verify that the proper topsoil depth has been applied. After verification of proper depth, the CONTRACTOR shall completely incorporate the placed material into the existing surface to a minimum depth of 150 mm (6 in.) below finished grade by disking or tilling.

The surface of the topsoil shall be free from clods, stones, sticks and debris and shall conform to the lines, grades and the minimum thickness shown on the plans. If required by the ENGINEER, one rolling of the entire surface shall be made.

Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of by the CONTRACTOR according to Article 202.03.

Method of Measurement. Topsoil Furnish and Place, Special will be measured in cubic yards.

Basis of Payment. Topsoil Furnished and Place, Special will be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE, SPECIAL, which price shall be payment in full for all labor, equipment, and material to complete the work as specified herein.

WATER MAIN REMOVAL

This work shall consist of the removal of portions of the existing water main and capping of the portions that are to remain in place. This work shall be performed at locations shown on the plans and/or subject to the review of the ENGINEER.

Excavation required for water main removal shall be performed in accordance with the applicable portion of the Special Provision "Ductile Iron Pipe Water Main" included herein. Water main removal shall end either at a joint or at a location where the existing pipe has been saw cut so as to provide a smooth, even surface so as to allow a watertight joint. After removal of the existing pipe, the integrity of that portion which is to remain in place shall be checked to insure that the pipe end has not been damaged. Additional removal required by non-compliance with this Special Provision will be performed at the CONTRACTOR'S expense and no additional compensation will be allowed. The existing water main shall be capped at all locations where removal is specified. The valves that control the existing water distribution system may not be adequate to completely shut down the system and the CONTRACTOR should expect some residual pressure to be preset when the mechanical cap is installed.

If the excavation required for the removal operation falls within a paved area (existing or proposed), it shall be backfilled with selected granular backfill. This work shall be performed in accordance with the applicable requirements of the Special Provision "Trench Backfill, Special" included herein. TRENCH BACKFILL, SPECIAL will not be measured for payment but shall be considered incidental to the contract unit price per lineal foot for water main removal.

This work will be paid for at the contract unit price per lineal foot for WATER MAIN REMOVAL, of the diameter specified, measured as removed. This price shall include excavation, capping of existing water mains that remain in place, and backfill as herein specified.

**SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME,
CLOSED LID**

Description. This work shall consist of reconstructing manholes with a new frame and lid in accordance with Section 602 of the Standard Specifications and as specified herein.

Each structure reconstructed and the adjustment shall be limited to two adjustment rings. The final ring and rings under 2" on all manhole adjustments shall be rubber. 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 such as Specrete Speccoplug (Specco Industries), Hydroplug (Noxcrete), or Quick Plug (Parson) shall be used in the adjustment of said structure to seal the outside of the adjustment rings and under the frame.

Lids for sanitary manholes shall be cast iron frame and lids with concealed pickhole and water tight gaskets. The words "SANITARY" shall be cast into the lids.

If the sanitary sewer structure is located within the floodplain the lid shall be a lock type cover. A submittal shall be made to the ENGINEER for approval showing the type of lockable lid proposed by the CONTRACTOR.

Basis of Payment. This work will be measured and paid for at the contract unit price per each for SANITARY MANHOLES TO BE RECONSTRUCTED WITH NEW TYPE 1 FRAME, CLOSED LID.

CONCRETE BOLLARDS

Description: This work shall consist of the construction of decorative bollards at the locations and as detailed on the plans.

Construction Requirements: The CONTRACTOR shall install a 3-inch diameter, Schedule 40 steel pipe with a cast out sleeve cover. The bollard steel pipe shall be vertical and shall be 5'-4" in length (22" feet exposed height). The bollard pipe shall be encased in concrete to a depth of 4 feet. The steel pipe shall be filled with Class SI concrete to the top of pipe. The cast out sleeve cover shall be 30" high and 16" diameter.

The Contractor shall provide shop drawings to the Engineer for review and approval prior to ordering the decorative bollards.

Manufacturers of decorative bollards include: Doty and Sons Concrete Products, Inc. (Item No. B1630) (Phone: 815-895-2884), Wausau Tile, Inc. (Phone: 715-359-3121), or PMC Petersen Manufacturing Co., Inc. (Phone: 712-263-2442).

Method of Requirement and Basis of Payment: This work will be paid for at the contract unit price per each for CONCRETE BOLLARDS which price shall be payment in full for all excavation, steel pipe, concrete encasement, cast out sleeve cover, paint, and all collateral work required to construct as described herein.

BOLLARDS

Description: This work shall consist of the construction of bollards at the locations and as detailed on the plans.

Construction Requirements: The CONTRACTOR shall install a 6-inch diameter, Schedule 40 steel pipe, painted safety yellow (or as directed by the ENGINEER). The bollard shall be vertical and shall be 7 feet in length (3 feet exposed height). The bollard shall be encased in concrete to a depth of 4 feet. The steel pipe shall be filled with Class SI concrete to the top of pipe and crowned.

Method of Requirement and Basis of Payment: This work will be paid for at the contract unit price per each for BOLLARDS which price shall be payment in full for all excavation, steel pipe, concrete encasement, expansion joint material, paint, and all collateral work required to construct as described herein.

DRAINAGE 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. 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 such as Speccrete Speccoplug (Specco Industries), Hydroplug (Noxcrete), or Quick Plug (Parson) 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 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 STRUCTURES TO BE REMOVED

Description. This work shall consist of removing and disposing of existing manholes, catch basins, inlets, and water valves in accordance with Section 605 of the Standard Specifications and as specified herein.

Construction Requirements. In addition to the requirements of Article 605.03 of the Standard Specifications, the Contractor shall saw cut a square area around the structure to be removed of sufficient size to both remove the structure and to construct the replacement structure. If a new structure is not to be installed at the same location, excavated areas around the structure shall be backfilled with compacted CA-7. This backfill shall be included in the cost for DRAINAGE STRUCTURE TO BE REMOVED.

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

PORTLAND CEMENT CONCRETE SIDEWALK 5 INCHES, SPECIAL

Description. This work shall consist of constructing colored Portland cement concrete sidewalk with a stamped pattern 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. Sidewalk shall be placed on 2-inches of Aggregate Base Course, Type B. Expansion joints shall be placed at intervals of not more than 50 feet. All required expansion joints, coloring, special texturing and patterns, variable height edge treatment at sidewalk ramps compacted subbase granular material, and required excavation shall be included.

The color of the concrete shall be "Quarry Red," C-32, from the Chromix Admixtures for Color-Conditioned Concrete color chart, provided by L.M. Scofield Company (Phone: 800-800-9900). Other acceptable product manufacturers included Solomon Colors, Inc. (Phone: 217-522-3112) or Davis Colors (Phone: 800-356-4848). The colored concrete shall be stamped with a "cobblestone" pattern. The pattern shall be approved by the City and the Engineer prior to construction.

Method of Measurement. PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH, SPECIAL 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.

AGGREGATE SUBGRADE IMPROVEMENT (DISTRICT 1)

Effective: February 22, 2012
Revised: November 1, 2013

Add the following Section to the Standard Specifications:

“SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

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

303.02 Materials. Materials shall be according to the following.

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

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

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

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

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

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

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

303.06 Capping Aggregate. The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been

fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

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

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

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

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

Add the following to Section 1004 of the Standard Specifications:

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

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

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

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

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.
- (3) Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

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

Effective: May 1, 2007

Revised: January 1, 2012

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

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

HOT-MIX ASPHALT – PRIME COAT (BMPR)

Effective: February 19, 2013

Revised: March 4, 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, CSS-1, CSS-1h, CSS-1hP, HFE-90, RC-70
Prime Coat on Aggregate Bases	MC-30, PEP”

Add the following to Article 406.03 of the Standard Specifications:

“(i) Regenerative Air Vacuum Sweeper.....1101.19”

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 alternate to air blasting, vacuum sweeping may be used to accomplish the dust removal. Vacuum sweeping shall be accomplished with a regenerative air vacuum sweeper. 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. 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 pick up under traffic.

The residual asphalt binder rate will be verified a minimum of once per type of surface to be primed as specified herein for which at least 2,000 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.

Prime coat shall be placed no more than five days in advance of the placement of HMA. 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 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:

"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 407.06(b) of the Standard Specifications to read:

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

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

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"
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Add the following to Article 1032.06 of the Standard Specifications:

"(g) Non Tracking Emulsified Asphalt SS-1vh:

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 of Article 1032.06 to read:

"Grade	Use
SS-1, SS-1h, CSS-1, 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 Regenerative Air Vacuum Sweeper. The regenerative air vacuum sweeper shall blast re-circulated, filtered air through a vacuum head having a minimum width of 6.0 feet at a minimum rate of 20,000 cubic feet per minute."

HMA MIXTURE DESIGN REQUIREMENTS (D-1)

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

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

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

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

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

1) Design Composition and Volumetric Requirements

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

High ESAL	IL-25.0 binder; IL-19.0 binder; IL-12.5 surface; IL-9.5 surface; IL-4.75, SMA
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Revise the following table in Article 1030.04(a)(1):

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

High ESAL, MIXTURE COMPOSITION (% PASSING) ^{1f}														
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm		IL-9.5 mm		IL-4.75 mm		SMA ^{4f} IL-12.5 mm		SMA ^{4f} IL-9.5 mm	
	Min	max	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in. (37.5 mm)		100												
1 in. (25 mm)	90	100		100										
3/4 in. (19 mm)		90	82	100		100						100		
1/2 in. (12.5 mm)	45	75	50	85	90	100		100		100	80	100		100
3/8 in. (9.5 mm)						89	90	100		100		65	90	100

#4 (4.75 mm)	24	42 ^{2/}	24	50 ^{2/}	28	65	32	69	90	100	20	30	36	50
#8 (2.36 mm)	16	31	20	36	28	48 ^{3/}	32	52 ^{3/}	70	90	16	24 ^{5/}	16	32
#16 (1.18 mm)	10	22	10	25	10	32	10	32	50	65				
#30 (600 μm)											12	16	12	18
#50 (300 μm)	4	12	4	12	4	15	4	15	15	30				
#100 (150 μm)	3	9	3	9	3	10	3	10	10	18				
#200 (75 μm)	3	6	3	6	4	6	4	6	7	9 ^{6/}	7.0	9.0 ^{6/}	7.5	9.5 ^{6/}
Ratio Dust/Asphalt Binder		1.0		1.0		1.0		1.0		1.0		1.5		1.5

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

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

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

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

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

90						
105						

- 1/ Maximum Draindown for IL-4.75 shall be 0.3%
- 2/ VFA for IL-4.75 shall be 72-85%”

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

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

“(5) SMA Mixtures.

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

- 1/ Maximum Draindown shall be 0.3%.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ For surface course, coarse aggregate shall be Class B Quality; the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone.*
 For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.*

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

2) Design Verification and Production

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

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

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

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

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

(1)Hamburg Wheel Test criteria.

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

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

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

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

Production Testing.

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

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

Delete second paragraph of Article 1030.06 (a).

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

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

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

Add the following to Article 1030.06 of the Standard Specifications:

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

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

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

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

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

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

Effective: November 1, 2012

Revise: November 1, 2013

Revise Section 1031 of the Standard Specifications to read:

"SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

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

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

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

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

indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).

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

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

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

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

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

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

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

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

- (b) RAS Testing. RAS shall be sampled and tested during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed

Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.

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

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

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

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

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

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

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

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

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

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

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

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

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed

from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

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

The Engineer will notify the Contractor of observed deficiencies.

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

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

1/ Based on washed extraction.

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

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

1031.05 Quality Designation of Aggregate in RAP and FRAP.

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

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

- (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
 - (3) RAP from Class I, Superpave/HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
 - (4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.
- (b) FRAP. If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer.

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

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

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

- (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
- (2) Steel Slag Stockpiles. FRAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) mixtures regardless of lift or mix type.
- (3) Use in HMA Surface Mixtures (High and Low ESAL). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is

Class B quality or better. FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

- (4) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP in which the coarse aggregate is Class C quality or better.
- (5) Use in Shoulders and Subbase. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

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

Max Asphalt Binder Replacement for FRAP with RAS Combination

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

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement using a virgin asphalt binder grade of PG64-22 will be reduced to a PG58-28). When constructing full depth HMA and the

ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.

- 3/ When the ABR for SMA or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10%.

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

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

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

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

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

- (a) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the

weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

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

(1) Dryer Drum Plants.

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

(2) Batch Plants.

- a. Date, month, year, and time to the nearest minute for each print.
- b. HMA mix number assigned by the Department.

- c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
- d. Mineral filler weight to the nearest pound (kilogram).
- f. RAS and FRAP weight to the nearest pound (kilogram).
- g. Virgin asphalt binder weight to the nearest pound (kilogram).
- h. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

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

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

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

Effective: August 1, 2012

Revised: February 1, 2014

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

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

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

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

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

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 2. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

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

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

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

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

October 11, 2013



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Mr. Andrew Pufundt
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, IL 60118

RE: L - 80,563B
Potentially Impacted Property Evaluation &
Soil Sampling with Laboratory Analyses for LPC-663 Form
South Frontage Road - North Avenue
Between Prator Avenue and Roy Avenue
Northlake, IL

Dear Mr. Pufundt:

Testing Service Corporation (TSC) has completed a Potentially Impacted Property (PIP) Evaluation and soil sampling with laboratory analysis for the above referenced project. The general scope of work was outlined in TSC's Proposal 51,372 and subsequent email communication. The objectives of the evaluation were to characterize soil for disposal by determining whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Uncontaminated Soil Certification by Licensed Professional Engineer or Geologist.

Project Description:

The source site is the South Frontage Road (south side of North Avenue) between Prator Avenue and Roy Avenue in Northlake, Illinois. It is our understanding that soil may be generated for disposal during upcoming road and utility work on this section of South Frontage Road. TSC coordinated its evaluation and soil sampling with its concurrent geotechnical drilling and sampling activities.

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 source site by reviewing historical topographic maps and historic aerial photos. Based on this information, the property has been a commercial/retail area adjoining to the south. Adjoining properties to the south include restaurants, a paint store, auto parts store, animal hospital, motel, dental and insurance offices. To the north is North Avenue and a North Frontage Road with similar businesses to the north.

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 EDR Radius Map Report does not identify the subject site on any of the reviewed environmental databases. A auto repair facility off site to the east of Roy Avenue was identified. A 7 Eleven store

CBBEL - Northlake, IL
L-80,563 - September 11, 2013

and historical laundry were identified across North Avenue. Although not identified on the EDR database a retail paint store is located in the west center of the block.

Soil Sampling & Analysis:

On August 19, 2013, samples from four soil borings C-1 through C-4 were taken representing soils for disposal. The soil samples were screened using a Mini-RAE 3000 photo-ionization detector (PID), which detected no readings exceeding background of 0.2 ppm. No visual or odorous indications of impact were noted in any of the samples. Discreet samples from locations C-2, nearest the paint store, and C-4 nearest the auto repair facility were submitted for analysis of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), lead and pH to First Environmental Laboratories following chain-of-custody procedures. VOCs are contaminants typically associated with paint store, while the BTEX component of VOCs, PNAs and lead are associated with the auto repair facility.

The analytical results are presented in the First Environmental Laboratories report September 4, 2013. The results were compared to the MAC list in 35IAC 1100. The analytical results obtained indicate that compounds were not detected in the soil at the laboratory reporting limits or detected at levels below the MACs. The pH results were 8.33 and 8.06 units, which are within the allowable range of 6.25-9.0 units. The soil meets their respective MACs and, on this basis, the soil at the source site is uncontaminated soil.

A copy of the IEPA Form LPC-663, Uncontaminated Soil Certification, signed by a Licensed Professional Geologist, along with the sample location plan, analytical reports and chain of custody 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 sample meets the MACs, disposal facilities screen each load with a PID, which will determine the final acceptance of individual loads. We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

TESTING SERVICE CORPORATION



David L. Hurst
Environmental Department Manager

Enc: LPC-663 Form
Core/Sample Location Plan
Analytical Reports and Chain of Custody
EDR Summary Radius Map Report & Site Reports



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 6.25 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 (CCDD) fill operations or uncontaminated soil fill operations.

TSC 80563B

I. Source Location Information

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

Project Name: Frontage Road (North Avenue) Realignment Office Phone Number, if available: 708-343-8700

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

South Frontage Road of North Avenue between Prater Avenue and Roy Avenue

City: Northlake State: IL Zip Code: 60164

County: Cook Township: Proviso

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

Latitude: 41.542529 Longitude: -87.535331
(Decimal Degrees) (-Decimal Degrees)

Identify how the lat/long data were determined:

[X] GPS [] Map Interpolation [] Photo Interpolation [] Survey [] Other

Goggle Earth

IEPA Site Number(s), if assigned: BOL: BOW: BOA:

II. Owner/Operator Information for Source Site

Site Owner

Site Operator

Name: City of Northlake

Name: Same

Street Address: 55 E. North Avenue

Street Address:

PO Box:

PO Box:

City: Northlake State: IL

City: State:

Zip Code: 60164 Phone: 708-343-8700

Zip Code: Phone:

Contact: Mayor Jeffrey Sherwin

Contact:

Email, if available: northlakemayor@comcast.net

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

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Project Name: Frontage Road (North Avenue) Realignment
Latitude: 41.542529 Longitude: -87.535331

TSC 80563B

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):

Four sample locations as part of a geotechnical/environmental exploration. EDR database search indicated auto repair facility to east of source site sample C-4 analyzed. No other facilities on EDR on site or immediately adjacent. Other facilities across North Ave not a concern. Sample C-2 near paint store also analyzed. See TSC letter report dated October 11, 2013.

- 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]:

The 2 discreet samples from C-2 and C-4 were analyzed for VOCs, PNAs, Lead and pH by First Environmental Laboratories. Results were compared to MACs in 35IAC 1100.F. All results meet MACs. pH values of 8.33 and 8.06 meet the 6.25 to 9.0 range.

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

I, Brian K. Walker (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 South Main Place
City: Carol Stream State: IL Zip Code: 60188
Phone: 630.462.2600

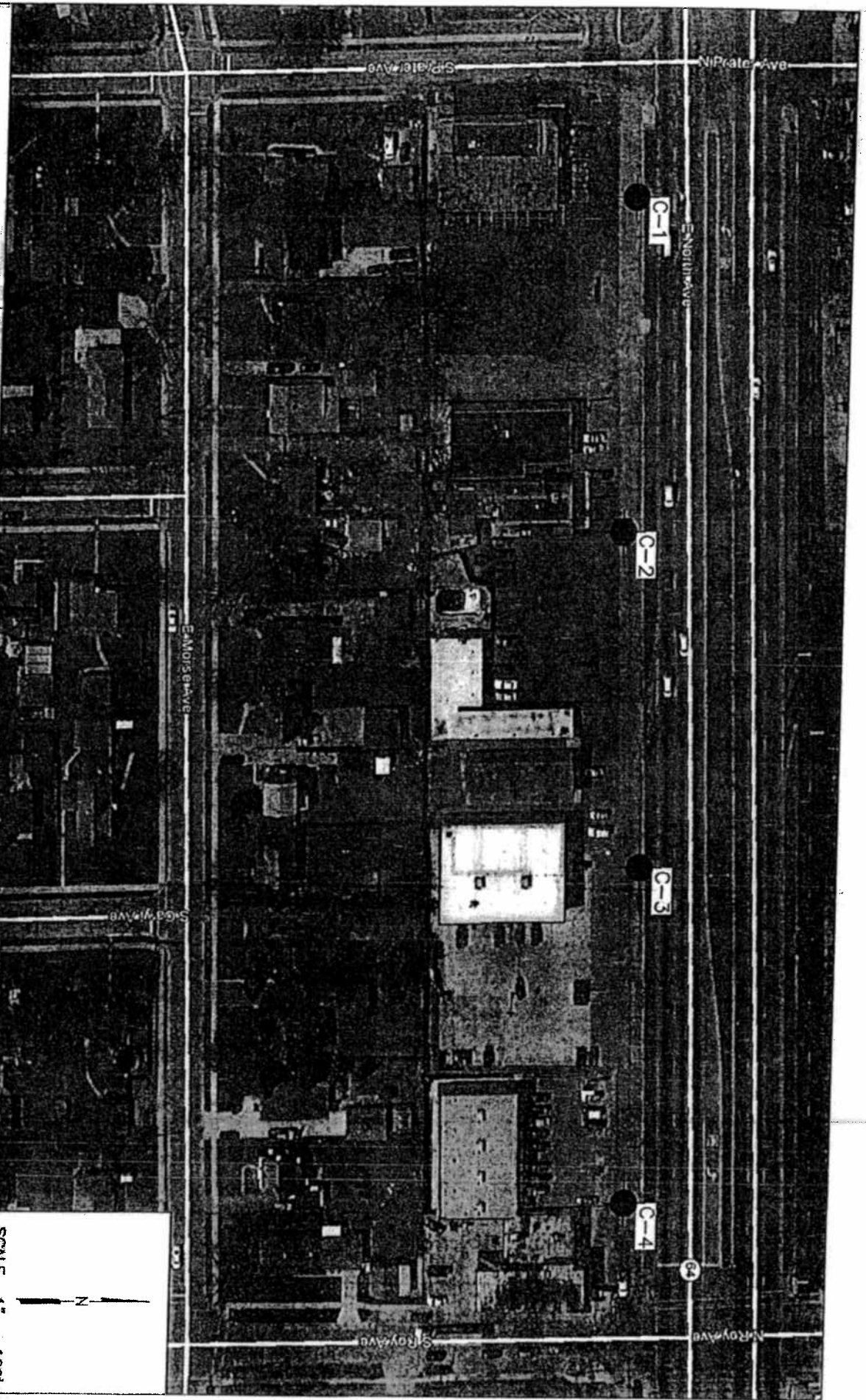
Brian K. Walker
Printed Name:
BK Walker

10-11-13
Date:



Licensed Professional Engineer or
Licensed Professional Geologist Signature:

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



LEGEND
 ● CORE LOCATION

CORE LOCATION PLAN
 PAVEMENT EVALUATION
 SOUTH FRONTAGE ROAD (IL-64)
 ROY AVE. to PRATER AVE.
 NORTHLAKE, ILLINOIS



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

DRAWN BY: TRP

CHECKED BY: CRD

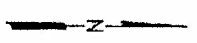
JOB NO.: L-80,563

DATE: 08-26-13

PAGE NO.

2 OF 2

SCALE 1" = 100'





**First
Environmental
Laboratories, Inc.**

IL ELAP / NELAC Accreditation # 100292

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

September 04, 2013

Mr. Dave Hurst
TESTING SERVICE CORP.
360 So. Main Place
Carol Stream, IL 60188

Project ID: 80563
First Environmental File ID: 13-4679
Date Received: August 26, 2013

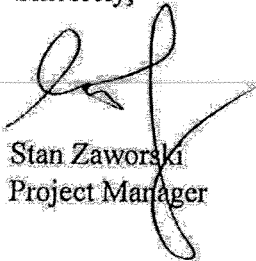
Dear Mr. Dave Hurst:

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

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003102: effective 02/14/2013 through 02/28/2014.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,



Stan Zaworski
Project Manager

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Case Narrative

TESTING SERVICE CORP.

Project ID: 80563

First Environmental File ID: 13-4679

Date Received: August 26, 2013

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

Flag	Description	Flag	Description
<	Analyte not detected at or above the reporting limit.	L+	LCS recovery outside control limits; high bias.
B	Analyte detected in associated method blank.	L-	LCS recovery outside control limits; low bias.
C	Identification confirmed by GC/MS.	M	MS recovery outside control limits; LCS acceptable.
D	Surrogates diluted out; recovery not available.	M+	MS recovery outside control limits high bias; LCS acceptable.
E	Estimated result; concentration exceeds calibration range.	M-	MS recovery outside control limits low bias; LCS acceptable.
F	Field measurement.	N	Analyte is not part of our NELAC accreditation.
		ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.
G	Surrogate recovery outside control limits; matrix effect.	P	Chemical preservation pH adjusted in lab.
H	Analysis or extraction holding time exceeded.	Q	The analyte was determined by a GC/MS database search.
J	Estimated result; concentration is less than calib range.	S	Analyte was sub-contracted to another laboratory for analysis.
K	RPD outside control limits.	T	Sample temperature upon receipt exceeded 0-6°C.
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	W	Reporting limit elevated due to sample matrix.

Sample Batch Comments:

Sample acceptance criteria were met.

Method Comments

Lab Number Sample ID
13-4679-001 C-2

Comments:

Polynuclear Aromatic Hydrocarbons
Surrogate recovery outside control limits; high bias due to matrix interference.

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Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 80563
Sample ID: C-2
Sample No: 13-4679-001

Date Collected: 08/19/13
Time Collected: 10:00
Date Received: 08/26/13
Date Reported: 09/04/13

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Method: 2540B				
Analysis Date: 08/27/13				
Total Solids	81.10		%	
Volatile Organic Compounds				
Method: 5035A/8260B				
Analysis Date: 08/29/13				
Acetone	< 100	100	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	

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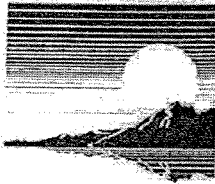
Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 80563
Sample ID: C-2
Sample No: 13-4679-001

Date Collected: 08/19/13
Time Collected: 10:00
Date Received: 08/26/13
Date Reported: 09/04/13

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds Method: 5035A/8260B				
Analysis Date: 08/29/13				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Method: 8270C				
Analysis Date: 08/29/13				
Preparation Method 3540C Preparation Date: 08/28/13				
Acenaphthene	107	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	378	50	ug/kg	
Benzo(a)anthracene	703	8.7	ug/kg	
Benzo(a)pyrene	670	15	ug/kg	
Benzo(b)fluoranthene	980	11	ug/kg	
Benzo(k)fluoranthene	451	11	ug/kg	
Benzo(ghi)perylene	277	50	ug/kg	
Chrysene	749	50	ug/kg	
Dibenzo(a,h)anthracene	81	20	ug/kg	
Fluoranthene	1,640	50	ug/kg	
Fluorene	137	50	ug/kg	
Indeno(1,2,3-cd)pyrene	367	29	ug/kg	
Naphthalene	< 25	25	ug/kg	
Phenanthrene	1,260	50	ug/kg	
Pyrene	1,190	50	ug/kg	
Total Metals Method: 6010B				
Analysis Date: 09/03/13				
Preparation Method 3050B Preparation Date: 08/29/13				
Lead	19.2	0.2	mg/kg	
pH @ 25°C, 1:2 Method: 9045C				
Analysis Date: 08/28/13 12:30				
pH @ 25°C, 1:2	8.33		Units	



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Analytical Report

Client: TESTING SERVICE CORP.
Project ID: 80563
Sample ID: C-4
Sample No: 13-4679-002

Date Collected: 08/19/13
Time Collected: 12:15
Date Received: 08/26/13
Date Reported: 09/04/13

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total				
Method: 2540B				
Analysis Date: 08/27/13				
Total Solids	80.58		%	
Volatile Organic Compounds				
Method: 5035A/8260B				
Analysis Date: 08/29/13				
Acetone	< 100	100	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	

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Analytical Report

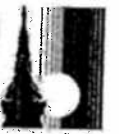
Client: TESTING SERVICE CORP.
Project ID: 80563
Sample ID: C-4
Sample No: 13-4679-002

Date Collected: 08/19/13
Time Collected: 12:15
Date Received: 08/26/13
Date Reported: 09/04/13

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Volatile Organic Compounds				
Method: 5035A/8260B				
Analysis Date: 08/29/13				
Vinyl acetate	< 10.0	10.0	ug/kg	
Vinyl chloride	< 10.0	10.0	ug/kg	
Xylene, Total	< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons				
Method: 8270C		Preparation Method 3540C		
Analysis Date: 08/29/13		Preparation Date: 08/28/13		
Acenaphthene	< 50	50	ug/kg	
Acenaphthylene	< 50	50	ug/kg	
Anthracene	< 50	50	ug/kg	
Benzo(a)anthracene	10.7	8.7	ug/kg	
Benzo(a)pyrene	< 15	15	ug/kg	
Benzo(b)fluoranthene	13	11	ug/kg	
Benzo(k)fluoranthene	14	11	ug/kg	
Benzo(ghi)perylene	< 50	50	ug/kg	
Chrysene	< 50	50	ug/kg	
Dibenzo(a,h)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: 6010B		Preparation Method 3050B		
Analysis Date: 09/03/13		Preparation Date: 08/29/13		
Lead	26.6	0.2	mg/kg	
pH @ 25°C, 1:2				
Method: 9045C				
Analysis Date: 08/28/13 12:30				
pH @ 25°C, 1:2	8.06		Units	

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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: _____
 Street Address: 360 S. Water Street
 City: CHICAGO State: IL Zip: 60608
 Phone: _____
 Send Report To: _____
 Sampled By: D. Macky
 E-mail: _____
 Fax: _____
 E-mail: _____

Project ID: 80563
 P.O. #: _____

Matrix Codes: S = Soil W = Water O = Other

Date/Time Taken	Sample Description	Matrix	VOCs	PAHs	LEAD	Pb	Comments	Lab ID.
8/19/13 11:04	C-2	S	X	X	X	X		13-4679-001
8-19-13 12:15	C-4	S	X	X	X	X		002

FOR LAB USE ONLY:
 Cooler Temperature: 0 5°C Yes No 3 °C
 Received within 8 hrs of collection: 3 °C
 Ice Present: Yes No

Sample Refrigerated: Yes No
 Refrigerator Temperature: 3 °C
 5095 Vials Frozen: Yes No
 Freezer Temperature: 3 °C
 Preservation Requirements Met: Yes No
 Need to meet: TACO IN, RISC

Notes and Special Instructions: _____

Relinquished By: D. Macky Date/Time: 8/19/13 Received By: [Signature] Date/Time: 8/20/13
 Relinquished By: [Signature] Date/Time: 8/26/13 Received By: [Signature] Date/Time: 8/20/13

Rev. 6/11

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S. Frontage Rd -North Ave - 100 E Block
131 North Ave
Melrose Park, IL 60164

Inquiry Number: 3703392.1s
August 21, 2013

EDR Summary Radius Map Report



440 Wheelers Farms Road
Milford, CT 06461
Toll Free: 800.352.0050
www.edrnet.com

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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 1527-05) or custom requirements developed for the evaluation of environmental risk associated with a parcel of real estate.

TARGET PROPERTY INFORMATION

ADDRESS

131 NORTH AVE
MELROSE PARK, IL 60164

COORDINATES

Latitude (North): 41.9070000 - 41° 54' 25.20"
Longitude (West): 87.8977000 - 87° 53' 51.72"
Universal Transverse Mercator: Zone 16
UTM X (Meters): 425544.1
UTM Y (Meters): 4839627.0
Elevation: 645 ft. above sea level

USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TP
Source: USGS 7.5 min quad Index

AERIAL PHOTOGRAPHY IN THIS REPORT

Photo Year: 2012
Source: USDA

MAPPED SITES SUMMARY

Target Property Address:
131 NORTH AVE
MELROSE PARK, IL 60164

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST. (ft.) DIRECTION
A1		150 E NORTH AVE	EDR US Hist Cleaners	Higher	159, North
A2	7-ELEVEN 33773	162 E NORTH AVE	IL HVAR, IL BOL	Higher	199, NE
A3	7-ELEVEN 33773	162 E NORTH AVE	RCRA NonGen / NLR	Higher	199, NE
A4	7-ELEVEN STORE NO. 3	162 EAST NORTH AVENU	IL SRP	Higher	199, NE
B5	REPAIR GARAGE	201 E. NORTH AVE.	IL UST	Lower	487, East
B6	DOUG'S TOWING	201 EAST NORTH AVE.	IL LUST	Lower	487, East
B7		201 E NORTH AVE	EDR US Hist Auto Stat	Lower	487, East
B8	CONTOR, ROBERT L., E	201 EAST NORTH AVENU	IL LUST	Lower	487, East
B9	DOUGS TOWING	201 E NORTH AVE	IL BOL	Lower	487, East
C10	NORTHLAKE, CITY OF	200 PARKVIEW	RCRA-CESQG, FINDS	Lower	655, NE
11		224 E NORTH AVE	EDR US Hist Auto Stat	Lower	668, ENE
C12	NORTHLAKE, CITY OF	200 PARKVIEW	IL BOL	Lower	682, NE
D13	SHELL SERVICE STA	70 E NORTH AVE	RCRA-SQG, FINDS	Lower	722, WNW
D14		70 E NORTH AVE	EDR US Hist Auto Stat	Lower	722, WNW
D15	SHELL OIL PRODUCTS U	70 E NORTH AVE	IL BOL	Lower	722, WNW
D16	TRUE NORTH LOCATION	70 E. NORTH AVE.	IL UST	Lower	722, WNW
D17	SHELL OIL PRODUCTS U	70 E NORTH AVE	IL BOL	Lower	722, WNW
D18	SHELL OIL PRODUCTS U	70 EAST NORTH AVE.	IL LUST	Lower	722, WNW
19	NORTHLAKE, CITY OF	55 E NORTH AVE	IL NPDES, IL BOL	Higher	1042, West
E20	MARATHON SERVICE OF	300 EAST NORTH AVE.	IL LUST	Lower	1173, East
E21	MARATHON, G&J	300 E NORTH AVE	IL BOL	Lower	1173, East
E22	MARATHON, G&J	300 E NORTH AVE	RCRA NonGen / NLR, FINDS	Lower	1173, East
E23	G&J MARATHON	300 EAST NORTH AVENU	IL UST	Lower	1173, East
E24		300 E NORTH AVE	EDR US Hist Auto Stat	Lower	1173, East
F25	VELARE DRY CLEANING	28 SOUTH WOLF ROAD	IL LUST, IL ENG CONTROLS, IL INST CONTROL, IL SRP	Higher	1537, West
F26	NORTHLAKE DRY CLEANE	28 S. WOLF RD.	US BROWNFIELDS	Higher	1537, West
F27	VELARE CLEANERS	28 S WOLF RD.	IL BOL	Higher	1537, West
F28	NORTHLAKE, CITY OF	34 S WOLF RD	IL BOL	Higher	1543, West
F29	NORTHLAKE, CITY OF	34 SOUTH WOLF RD.	IL LUST	Higher	1543, West
G30	UNOCAL 76, NORTH & W	5 W NORTH AVE	IL BOL	Higher	1564, West
G31	NORTHLAKE QUIK SHOP	5 WEST NORTH AVENUE	IL LUST, IL UST	Higher	1564, West
G32	ROYAL SCOT FLOOR COV	5 W NORTH AVE SPILL	IL BOL	Higher	1564, West
G33	YRC INC-SPILL	6 W NORTH AVE	IL BOL	Higher	1627, West
H34	G&H DEVELOPMENT CORP	8 W NORTH AVE	IL BOL	Higher	1646, West
H35	GH DEVELOPMENT	12 NORTH AVE.	IL LUST	Higher	1695, West
36	NORTHLAKE, CITY OF	100 WEST PALMER ST.	IL LUST	Higher	1957, NNW
I37	BAL-MIR CEMENT CO	220 S WOLF RD	IL UST, IL BOL	Higher	2061, SW
I38	BAL-MIR CEMENT CO.	220 SOUTH WOLF RD.	IL LUST	Higher	2061, SW
39	THE HOME DEPOT STORE	37 W NORTH AVE	IL TIER 2, IL BOL	Higher	2118, West

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MAPPED SITES SUMMARY

Target Property Address:
131 NORTH AVE
MELROSE PARK, IL 60164

Click on Map ID to see full detail.

MAP ID	SITE NAME	ADDRESS	DATABASE ACRONYMS	RELATIVE ELEVATION	DIST (ft.) DIRECTION
J40	DYNA-BURR CHICAGO IN	65 E LAKE ST	IL BOL	Higher	2224, South
J41	DYNA - BURR	65 E LAKE ST	CERC-NFRAP, RCRA-SQG	Higher	2224, South
42	CALLEN MFG CORP	13 E LAKE ST	IL UST, IL BOL	Higher	2240, SSW
K43	ARCO TRUCKING INC	40 E LAKE ST 14C	IL BOL	Higher	2240, SSW
J44	HI-TEMP LLC DBA BLUE	75 E LAKE STREET	IL NPDES, IL LUST, IL SRP, IL AIRS, IL TIER 2, IL...	Higher	2246, South
45	NORTHLAKE AUTO REPAI	385 E NORTH AVE	IL BOL	Lower	2247, East
K46	DMD SVCS INC	32 E LAKE ST	IL BOL	Higher	2252, SSW
K47	CHICAGO NORTHWESTERN	7 EAST LAKE ST.	IL LUST	Higher	2299, SSW
K48	CHICAGO NORTHWESTERN	7 E LAKE ST	IL BOL	Higher	2299, SSW
L49	NORTHLAKE MARATHON	2 EAST LAKE STREET	IL LUST, IL UST	Higher	2306, SW
60	ANNING-JOHNSON CO IN	1959 ANSON DR	IL LUST, IL UST	Lower	2330, ENE
M51	LAKEWOOD HOMES & DEV	5227 W LAKE ST	IL BOL	Higher	2347, South
M52	DUKE OF OIL	5223 W LAKE ST	IL BOL	Higher	2351, South
M53		5209 LAKE ST	IL SPILLS, IL BOL	Higher	2371, South
M54	BROWNING FERRIS IND.	5209 LAKE ST.	IL LUST	Higher	2371, South
L55	FUEL SYSTEMS	2 E LAKE ST	IL BOL	Higher	2391, SW
M56	HI-TEMP NORTHLAKE LL	5400 W LAKE ST	IL NPDES, IL AIRS, IL TIER 2, IL BOL	Higher	2400, South
57	DMJ TRUCKING	1985 ANSON DR.	IL BOL	Lower	2438, ENE
58	OFFICE ELECTRONICS I	1 W LAKE ST	FINDS, IL AIRS, IL BOL	Higher	2443, SW
59	NATIONAL PUMP & COMP	4533 W NORTH AVE	IL BOL	Lower	2473, East
N60	AL PIEMONTE NORTHLAK	401-411 E NORTH AVE	IL BOL	Lower	2484, East
N61	AL PIEMONTE NORTHLAK	401-411 E NORTH AVE	IL BOL	Lower	2484, East
O62	HI-TEMP NORTHLAKE LL	310 S WOLF RD	IL AIRS, IL BOL	Higher	2506, NW
O63	AIR LIQUIDE	310 S WOLF RD-B	IL BOL	Higher	2506, NW
P64	HANSEN & SON CO	24 W LAKE ST	IL UST, IL BOL	Higher	2510, SW
65	POTAMIANOS, WILLIAM	59-69 NORTH AVE	IL LUST, IL BOL	Higher	2515, West
Q66	VCNA PRAIRIE ILLINOI	5300 W LAKE ST	IL BOL	Lower	2519, South
Q67	PATRONE READY MIX CO	5300 WEST LAKE ST.	IL LUST	Lower	2519, South
68	WS DARLEY CO.	2000 ANSON DR.	IL LUST, IL BOL	Lower	2523, ENE
P69	TRU-WAY INC	36 W LAKE ST	IL BOL	Higher	2575, SW
P70	BERGER TRANSFER & ST	21 W LAKE ST	IL BOL	Higher	2590, SW
71	VIDEO SOUND SERVICE	40 W LAKE ST	IL BOL	Higher	2603, SW
72	BERKELEY SCHOOL DIST	338 E WHITEHALL AVE	IL BOL	Lower	2609, NE
R73	ACE GRINDING	5017 LAKE	IL BOL	Lower	2614, SSE
R74	MCGILL	5009 W LAKE ST	IL AIRS, IL BOL	Lower	2621, SSE
75	PACKAGING DIVISION I	400 N WOLF RD	CERC-NFRAP, CORRACTS, RCRA NonGen / NLR, FINDS, IL...	Higher	3137, NNW
76	SCHOLLE CORPORATION	200 WEST NORTH AVENU	CERC-NFRAP, CORRACTS, RCRA-SQG, FINDS, IL NPDES,...	Higher	4173, 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 CERCLIS NFRAP site list

CERC-NFRAP: A review of the CERC-NFRAP list, as provided by EDR, and dated 04/26/2013 has revealed that there is 1 CERC-NFRAP 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>DYNA - BURR</i>	<i>65 E LAKE ST</i>	<i>S 1/4 - 1/2 (0.421 mi.)</i>	<i>J41</i>	<i>14</i>

Federal RCRA CORRACTS facilities list

CORRACTS: A review of the CORRACTS list, as provided by EDR, and dated 02/12/2013 has revealed that there are 2 CORRACTS sites within approximately 1 mile of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
<i>PACKAGING DIVISION I</i>	<i>400 N WOLF RD</i>	<i>NNW 1/2 - 1 (0.594 mi.)</i>	<i>75</i>	<i>21</i>
<i>SCHOLLE CORPORATION</i>	<i>200 WEST NORTH AVENUE</i>	<i>W 1/2 - 1 (0.790 mi.)</i>	<i>76</i>	<i>21</i>

Federal RCRA generators list

RCRA-SQG: A review of the RCRA-SQG list, as provided by EDR, and dated 06/18/2013 has revealed that there is 1 RCRA-SQG 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>
<i>SHELL SERVICE STA</i>	<i>70 E NORTH AVE</i>	<i>WNW 1/8 - 1/4 (0.137 mi.)</i>	<i>D13</i>	<i>9</i>

EXECUTIVE SUMMARY

RCRA-CESQG: A review of the RCRA-CESQG list, as provided by EDR, and dated 06/18/2013 has revealed that there is 1 RCRA-CESQG 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>
NORTHLAKE, CITY OF	200 PARKVIEW	NE 0 - 1/8 (0.124 ml.)	G10	8

State and tribal leaking storage tank lists

IL LUST: A review of the IL LUST list, as provided by EDR, and dated 03/29/2013 has revealed that there are 18 IL LUST 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>
VERLARE DRY CLEANING NFA/NFR Letter: 03/17/2005	28 SOUTH WOLF ROAD	W 1/4 - 1/2 (0.291 ml.)	F25	11
NORTHLAKE, CITY OF NFA/NFR Letter: 10/24/2003	34 SOUTH WOLF RD.	W 1/4 - 1/2 (0.292 ml.)	F29	12
NORTHLAKE QUIK SHOP NFA/NFR Letter: 12/23/1999	6 WEST NORTH AVENUE	W 1/4 - 1/2 (0.296 ml.)	G31	12
GH DEVELOPMENT NFA/NFR Letter: 09/27/2000	12 NORTH AVE.	W 1/4 - 1/2 (0.321 ml.)	H35	13
NORTHLAKE, CITY OF BAL-MIR CEMENT CO. NFA/NFR Letter: 06/25/1996	100 WEST PALMER ST. 220 SOUTH WOLF RD.	NNW 1/4 - 1/2 (0.371 ml.) SW 1/4 - 1/2 (1.290 ml.)	36 I38	13 14
HI-TEMP LLC DBA BLUE CHICAGO NORTHWESTERN NFA/NFR Letter: 04/08/1996	75 E. LAKE STREET 7 EAST LAKE ST.	S 1/4 - 1/2 (0.425 ml.) SSW 1/4 - 1/2 (0.435 ml.)	J44 K47	15 16
NORTHLAKE MARATHON BROWNING FERRIS IND. NFA/NFR Letter: 10/28/1992	2 EAST LAKE STREET 5209 LAKE ST.	SW 1/4 - 1/2 (0.437 ml.) S 1/4 - 1/2 (0.449 ml.)	L49 M54	16 17
POTAMIANOS, WILLIAM	59-59 NORTH AVE	W 1/4 - 1/2 (0.476 ml.)	65	19
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DOUG'S TOWING NFA/NFR Letter: 07/20/2009	201 EAST NORTH AVE.	E 0 - 1/8 (0.092 ml.)	B8	8
GONTOR, ROBERT L. E NFA/NFR Letter: 07/20/2009	201 EAST NORTH AVENUE	E 0 - 1/8 (0.092 ml.)	B8	8
SHELL OIL PRODUCTS U NFA/NFR Letter: 03/04/2012	70 EAST NORTH AVE.	WNW 1/8 - 1/4 (0.137 ml.)	D18	10
MARATHON SERVICE OF ANNING-JOHNSON CO IN NFA/NFR Letter: 03/06/1991	300 EAST NORTH AVE. 1959 ANSON DR.	E 1/8 - 1/4 (0.222 ml.) ENE 1/4 - 1/2 (0.441 ml.)	E20 60	10 15
PATRONE READY MIX CO WS DARLEY CO. NFA/NFR Letter: 07/26/1993	5300 WEST LAKE ST. 2000 ANSON DR.	S 1/4 - 1/2 (0.477 ml.) ENE 1/4 - 1/2 (0.478 ml.)	Q67 68	19 20

EXECUTIVE SUMMARY

State and tribal registered storage tank lists

IL UST: A review of the IL UST list, as provided by EDR, and dated 07/05/2013 has revealed that there are 3 IL UST sites 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>
REPAIR GARAGE	201 E. NORTH AVE.	E 0 - 1/8 (0.092 mi.)	B5	7
TRUE NORTH LOCATION	70 E. NORTH AVE.	WNW 1/8 - 1/4 (0.137 mi.)	D18	9
G&J MARATHON	300 EAST NORTH AVENUE	E 1/8 - 1/4 (0.222 mi.)	E28	11

State and tribal Institutional control / engineering control registries

IL ENG CONTROLS: A review of the IL ENG CONTROLS list, as provided by EDR, and dated 07/19/2013 has revealed that there is 1 IL ENG CONTROLS site within approximately 0.3 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VERLARE DRY CLEANING	28 SOUTH WOLF ROAD	W 1/4 - 1/2 (0.281 mi.)	F25	11

IL INST CONTROL: A review of the IL INST CONTROL list, as provided by EDR, and dated 07/19/2013 has revealed that there is 1 IL INST CONTROL 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>
VERLARE DRY CLEANING	28 SOUTH WOLF ROAD	W 1/4 - 1/2 (0.281 mi.)	F25	11

State and tribal voluntary cleanup sites

IL SRP: A review of the IL SRP list, as provided by EDR, and dated 07/19/2013 has revealed that there are 3 IL SRP 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>
7-ELEVEN STORE NO. 3	162 EAST NORTH AVENUE	NE 0 - 1/8 (0.098 mi.)	A4	7
VERLARE DRY CLEANING	28 SOUTH WOLF ROAD	W 1/4 - 1/2 (0.281 mi.)	F25	11
HI-TEMP LLC DBA BLUE	75 E. LAKE STREET	S 1/4 - 1/2 (0.425 mi.)	J44	15

ADDITIONAL ENVIRONMENTAL RECORDS

Local Brownfield lists

US BROWNFIELDS: A review of the US BROWNFIELDS list, as provided by EDR, and dated 06/24/2013 has

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EXECUTIVE SUMMARY

revealed that there is 1 US BROWNFIELDS 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>
NORTHLAKE DRY CLEANER	28 S. WOLF RD.	W 1/4 - 1/2 (0.291 mi.)	F28	11

Other Ascertainable Records

RCRA NonGen / NLR: A review of the RCRA NonGen / NLR list, as provided by EDR, and dated 06/18/2013 has revealed that there are 2 RCRA NonGen / NLR sites within approximately 0.25 miles of the target property.

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
7-ELEVEN 53773	162 E NORTH AVE	NE 0 - 1/8 (0.038 mi.)	A3	7
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
MARATHON, G&J	300 E NORTH AVE	E 1/8 - 1/4 (0.222 mi.)	E22	11

IL BOL: A review of the IL BOL list, as provided by EDR, and dated 06/28/2013 has revealed that there are 44 IL BOL 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>
7-ELEVEN 33773	162 E NORTH AVE	NE 0 - 1/8 (0.038 mi.)	A2	7
NORTHLAKE, CITY OF	55 E NORTH AVE	W 1/8 - 1/4 (0.197 mi.)	19	10
VELARE CLEANERS	28 S WOLF RD	W 1/4 - 1/2 (0.291 mi.)	F27	12
NORTHLAKE, CITY OF	34 S WOLF RD	W 1/4 - 1/2 (0.292 mi.)	F28	12
UNOCAL 76, NORTH & W	5 W NORTH AVE	W 1/4 - 1/2 (0.296 mi.)	G30	12
ROYAL SCOT FLOOR COV	5 W NORTH AVE SPILL	W 1/4 - 1/2 (0.296 mi.)	G32	13
YRC INC-SPILL	6 W NORTH AVE	W 1/4 - 1/2 (0.308 mi.)	G33	13
G&H DEVELOPMENT CORP	8 W NORTH AVE	W 1/4 - 1/2 (0.312 mi.)	H34	13
BAL-MIR CEMENT CO	220 S WOLF RD	SW 1/4 - 1/2 (0.390 mi.)	I37	13
THE HOME DEPOT STORE	37 W NORTH AVE	W 1/4 - 1/2 (0.401 mi.)	38	14
DYNA-BURR CHICAGO IN	65 E LAKE ST	S 1/4 - 1/2 (0.421 mi.)	J40	14
CALLEN MPG CORP	13 E LAKE ST	SSW 1/4 - 1/2 (0.424 mi.)	42	15
ARCO TRUCKING INC	40 E LAKE ST 14C	SSW 1/4 - 1/2 (0.424 mi.)	K43	15
HI-TEMP LLC DBA BLUE	75 E LAKE STREET	S 1/4 - 1/2 (0.426 mi.)	J44	15
DMD SVCS INC	32 E LAKE ST	SSW 1/4 - 1/2 (0.427 mi.)	K48	15
CHICAGO NORTHWESTERN	7 E LAKE ST	SSW 1/4 - 1/2 (0.435 mi.)	K48	16
LAKEWOOD HOMES & DEV	5227 W LAKE ST	S 1/4 - 1/2 (0.445 mi.)	M51	17
DUKE OF OIL	5223 W LAKE ST	S 1/4 - 1/2 (0.445 mi.)	M52	17
Not reported	5208 LAKE ST	S 1/4 - 1/2 (0.449 mi.)	M53	17
FUEL SYSTEMS	2 E LAKE ST	SW 1/4 - 1/2 (0.453 mi.)	L55	17
HI-TEMP NORTHLAKE LL	5400 W LAKE ST	S 1/4 - 1/2 (0.455 mi.)	M50	17
OFFICE ELECTRONICS I	1 W LAKE ST	SW 1/4 - 1/2 (0.483 mi.)	68	18
HI-TEMP NORTHLAKE LL	310 S WOLF RD	NW 1/4 - 1/2 (0.475 mi.)	O62	18
AIR LIQUIDE	310 S WOLF RD-B	NW 1/4 - 1/2 (0.475 mi.)	O63	19
HANSEN & SON CO	24 W LAKE ST	SW 1/4 - 1/2 (0.475 mi.)	P64	19
POTAMIANOS, WILLIAM	59-69 NORTH AVE	W 1/4 - 1/2 (0.476 mi.)	65	19
TRU-WAY INC	38 W LAKE ST	SW 1/4 - 1/2 (0.488 mi.)	P69	20
BERGER TRANSFER & ST	21 W LAKE ST	SW 1/4 - 1/2 (0.491 mi.)	P70	20

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EXECUTIVE SUMMARY

<u>Equal/Higher Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
VIDEO SOUND SERVICE	40 W LAKE ST	SW 1/4 - 1/2 (0.493 mi.)	71	20
<u>Lower Elevation</u>	<u>Address</u>	<u>Direction / Distance</u>	<u>Map ID</u>	<u>Page</u>
DOUGS TOWING	201 E NORTH AVE	E 0 - 1/8 (0.092 mi.)	B9	8
NORTHLAKE, CITY OF	200 PARKVIEW	NE 1/8 - 1/4 (0.129 mi.)	C12	9
SHELL OIL PRODUCTS U	70 E NORTH AVE	WNW 1/8 - 1/4 (0.137 mi.)	D16	9
SHELL OIL PRODUCTS U	70 E NORTH AVE	WNW 1/8 - 1/4 (0.137 mi.)	D17	10
MARATHON, G&J	300 E NORTH AVE	E 1/8 - 1/4 (0.222 mi.)	E21	10
NORTHLAKE AUTO REPAIR	385 E NORTH AVE	E 1/4 - 1/2 (0.428 mi.)	45	15
DMJ TRUCKING	1985 ANSON DR	ENE 1/4 - 1/2 (0.462 mi.)	57	18
NATIONAL PUMP & COMP	4533 W NORTH AVE	E 1/4 - 1/2 (0.468 mi.)	59	18
AL PIEMONTE NORTHLAK	401-411 E NORTH AVE	E 1/4 - 1/2 (0.470 mi.)	N60	18
AL PIEMONTE NORTHLAK	401-411 E NORTH AVE	E 1/4 - 1/2 (0.470 mi.)	N61	18
VCNA PRAIRIE ILLINOI	5300 W LAKE ST	S 1/4 - 1/2 (0.477 mi.)	Q66	19
WS DARLEY CO.	2000 ANSON DR	ENE 1/4 - 1/2 (0.478 mi.)	68	20
BERKELEY SCHOOL DIST	338 E WHITEHALL AVE	NE 1/4 - 1/2 (0.494 mi.)	72	20
ACE GRINDING	5017 LAKE	SSE 1/4 - 1/2 (0.495 mi.)	R73	20
MC GILL	5008 W LAKE ST	SSE 1/4 - 1/2 (0.495 mi.)	R74	21

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 4 EDR US Hist Auto Stat sites 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>
Not reported	201 E NORTH AVE	E 0 - 1/8 (0.092 mi.)	B7	8
Not reported	224 E NORTH AVE	ENE 1/8 - 1/4 (0.127 mi.)	11	9
Not reported	70 E NORTH AVE	WNW 1/8 - 1/4 (0.137 mi.)	D14	9
Not reported	300 E NORTH AVE	E 1/8 - 1/4 (0.222 mi.)	E24	11

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 0.25 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	150 E NORTH AVE	N 0 - 1/8 (0.030 mi.)	A1	7

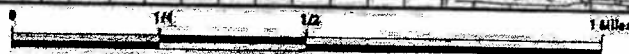
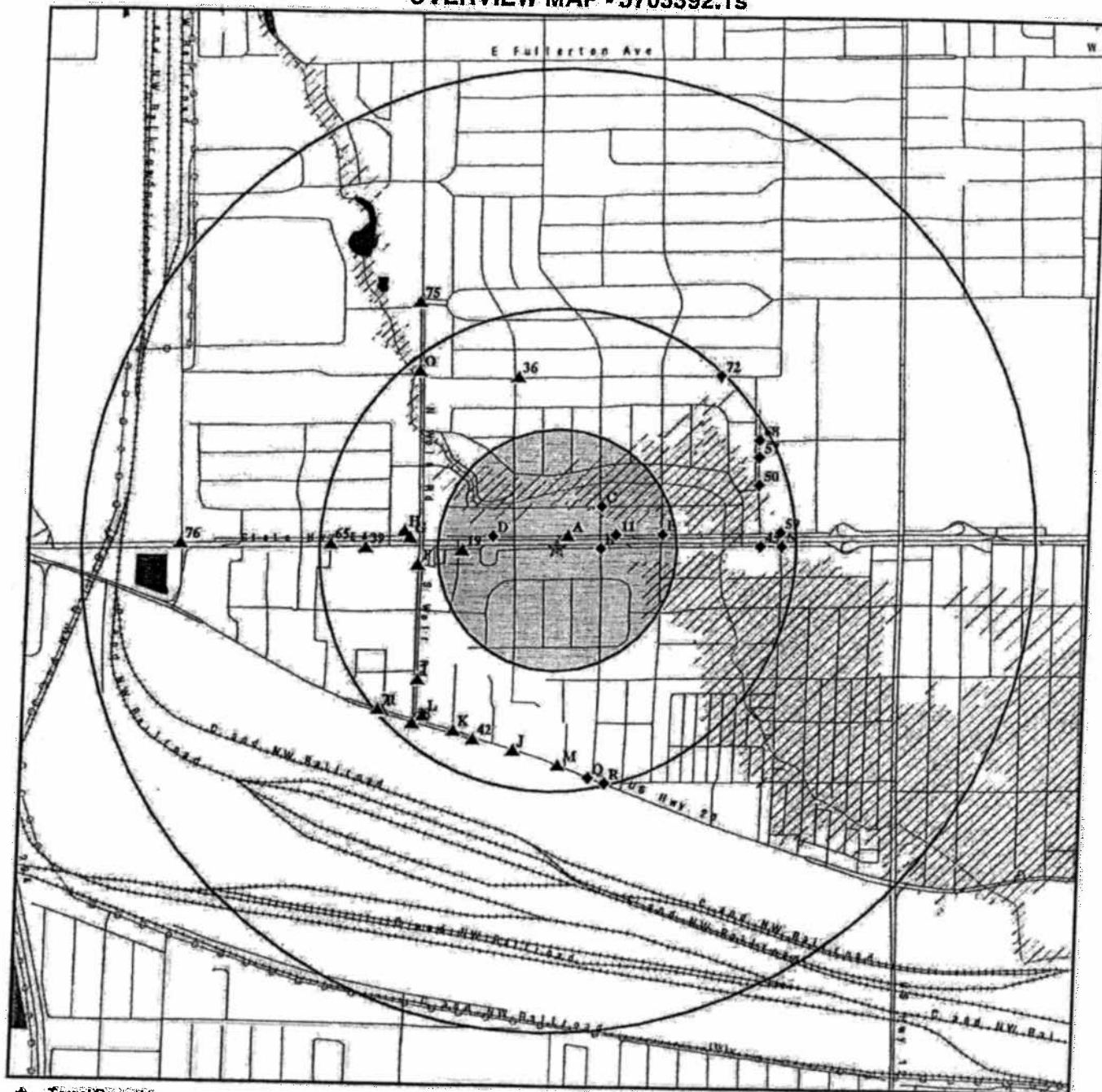
Court: 35 records.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)
BERKELEY	S113255435	KRAFT STANDARD SVCS	TART AVE & SAINT CHARLES RD	94703	IL BOL
COOK COUNTY	2011972859	BURNHAM AVE, MP 29.8	BURNHAM AVE, MP 29.8	60160	ERNS
MELROSE PARK	S113255916	JON AUTOBODY LLC	143RD & 2ND N 1ST AVE	60160	IL BOL
MELROSE PARK	S113255936	MP MELROSE PARK ASSOCIATES	150TH & N 25TH AVE	60160	IL BOL
MELROSE PARK	S113255938	COM ED 789 17	9TH & NORTH	60160	IL BOL
MELROSE PARK	S113255982	ANNING JOHNSON	1699 N ANSON AVE	60160	IL BOL
MELROSE PARK	1014932082	AAR HEAVY DUTY REPAIR	4430 ARMITAGE AVE	60160	RCRA-SQG
MELROSE PARK	S113255940	POLLARD MOTORS CO	4430 ARMITAGE AVE	60160	IL BOL
MELROSE PARK	S113255940	AAR HEAVY DUTY REPAIR	4430 ARMITAGE AVE	60160	IL BOL
MELROSE PARK	1008128868	SEARS P/S 6320	2068 N GEORGE	60160	IL BOL
MELROSE PARK	S113255928		2527 GEORGE ST	60160	IL BOL
MELROSE PARK	S113255929	KINER TRANSPORT INC	GRAND AVE & WOLF RD	60160	FINDS
MELROSE PARK	S113255930	JLG TRUCKING INC	11645 GRAND AVE	60164	IL SPILLS, IL BOL
MELROSE PARK	S113255936	ACCRO PRECISION GRINDING INC	2069 W HAWTHORNE AVE	60164	IL BOL
MELROSE PARK	U004159189	RACCONTO	1908 N HAWTHORNE AVE	60160	IL BOL
MELROSE PARK	S113255937	EPA OER	2896 N LEE	60160	IL UST
MELROSE PARK	S113255931		2276 N MANNHEIM	60164	IL SPILLS, IL BOL
MELROSE PARK	1001201779	9TH AVE BRIDGE OVER SILVER CRK	1200 OF NORTH AVE S	60160	IL BOL
NORTHLAKE	U003069371	ABOYS AND BEYOND BLACK OXIDE	1027 THRU 29 N 27TH AVE	60160	RCRA-SQG, FINDS
NORTHLAKE	S113255935	SCHATZIS RESTAURANT	E 16TH NORTH AVE & WOLF RD	60164	IL UST
NORTHLAKE	S113255932	AD CONNERS	E 16TH NORTH AVE & WOLF RD	60164	IL BOL
NORTHLAKE	S113256084	RAINBOW CLEANERS	RT 64 & 1280	60164	IL BOL
NORTHLAKE	U003077525	KFC/JIM FOODS	RT 63 & SAINT CHARLES RD	60164	IL BOL
NORTHLAKE	S113255946	KMS SVCS	59 NORTH AVE	60164	IL UST
NORTHLAKE	S113255959	AETNA DEVELOPMENT	300 N AVE A	60164	IL BOL
NORTHLAKE	S113255962	TRIBUNE DIRECT MARKETING INC	NORTH AVE & WOLF RD	60164	IL BOL
NORTHLAKE	S113255972	ONYX WASTE	505 NW AVE B	60164	IL BOL
NORTHLAKE	S113255986	AUTO ZONE	605 NW AVE B	60164	IL BOL
NORTHLAKE	6113065948	NORTHLAKE TRANSFER	151 NORTH AVE	60164	IL BOL
NORTHLAKE	1005908135	WALGREENS 4998	605 NW AVE C	60164	IL BOL
NORTHLAKE	S113255942	IDOT	6 ILLINOIS ROUTE 64	60164	RCRA-CSSQ, FINDS
NORTHLAKE	S113255952	KRAFT GENERAL FOODS	LAKE ST & NORTH AVE	60164	IL BOL
NORTHLAKE	10140104239	505 RAILROAD RD	601 W NORTH AVE	60164	IL BOL
NORTHLAKE	S113255939	SHARKEY TRANS	505 RAILROAD RD	60164	FINDS
NORTHLAKE			RAILROAD & NORTH AVE	60164	IL BOL

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OVERVIEW MAP - 3703392.1s



- ★ 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

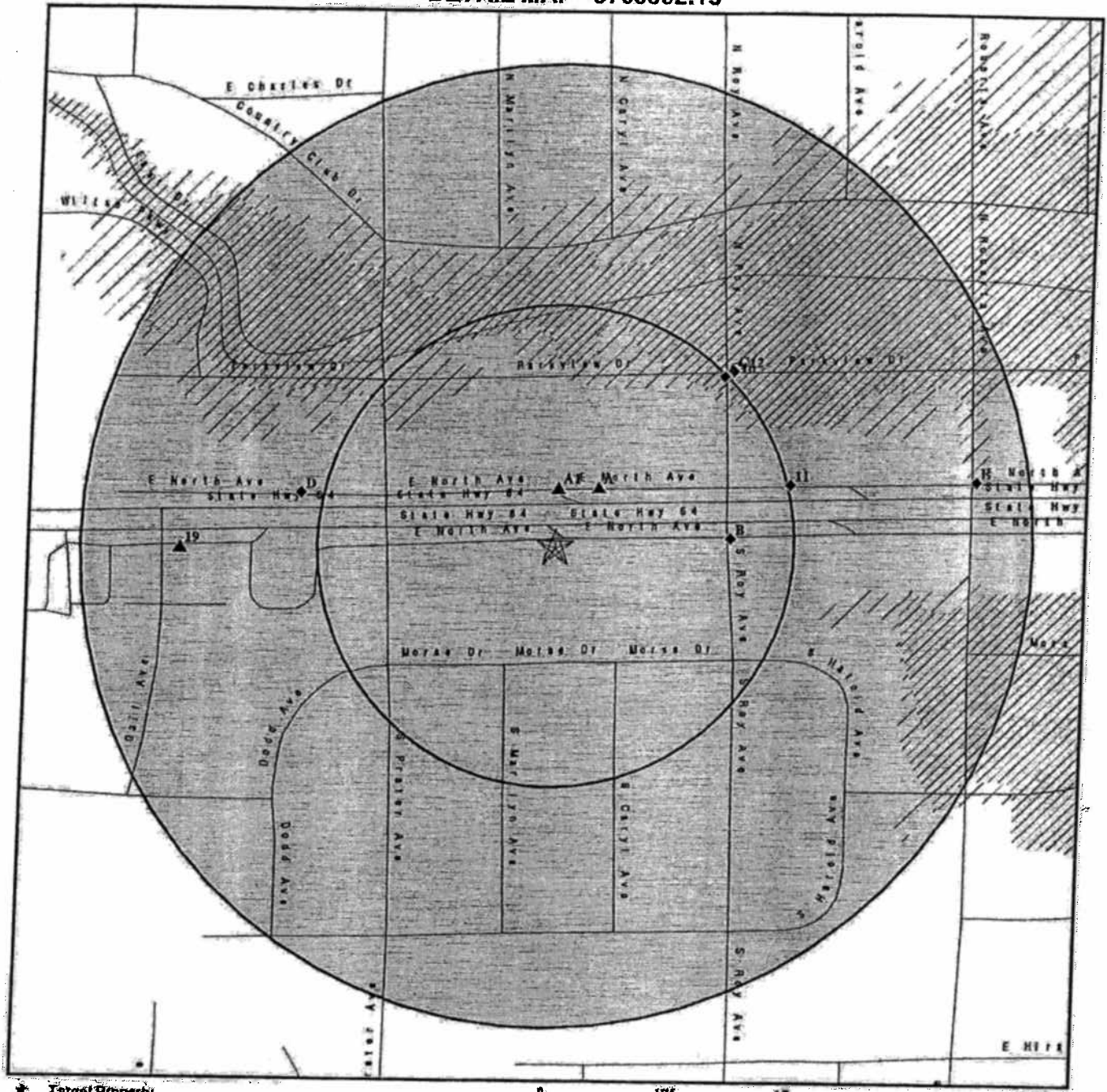
- Indian Reservations BIA
- Power transmission lines
- Oil & Gas pipelines from USGS
- ▨ 100-year flood zone
- ▨ 500-year flood zone
- National Wetland Inventory

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: S. Frontage Rd -North Ave - 100 E Block ADDRESS: 131 North Ave Melrose Park IL 60154 LAT/LONG: 41.907 / 87.8977</p>	<p>CLIENT: Testing Service Corporation CONTACT: Dave Hurst INQUIRY #: 3703392.1s DATE: August 21, 2013 3:15 pm</p>
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DETAIL MAP - 3703392.1s



- ★ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ▼ Sites at elevations lower than the target property
- ▲ Manufactured Gas Plants
- f Sensitive Receptors
- ☑ National Priority List Sites
- ☑ Dept. Defense Sites
- ☑ Indian Reservations BIA
- W 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.

<p>SITE NAME: S. Frontage Rd -North Ave - 100 E Block ADDRESS: 131 North Ave Melrose Park IL 60164 LAT/LONG: 41.907 / 87.8977</p>	<p>CLIENT: Testing Service Corporation CONTACT: Dave Hurst INQUIRY #: 3703392.1s DATE: August 21, 2013 3:19 pm</p>
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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								
Federal NPL site list								
NPL	1.000		0	0	0	0	NR	0
Proposed NPL	1.000		0	0	0	0	NR	0
NPL LIENS	TP		NR	NR	NR	NR	NR	0
Federal Delisted NPL site list								
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
CERCLIS	0.500		0	0	0	NR	NR	0
FEDERAL FACILITY	0.500		0	0	0	NR	NR	0
Federal CERCLIS-NFRAP site list								
CERC-NFRAP	0.500		0	0	1	NR	NR	1
Federal RCRA CORRACTS facilities list								
CORRACTS	1.000		0	0	0	2	NR	2
Federal RCRA non-CORRACTS TSD facilities list								
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generators list								
RCRA-LQG	0.250		0	0	NR	NR	NR	0
RCRA-SQG	0.250		0	1	NR	NR	NR	1
RCRA-CESQG	0.250		1	0	NR	NR	NR	1
Federal Institutional controls/ engineering controls registries								
US ENG CONTROLS	0.500		0	0	0	NR	NR	0
US INST CONTROL	0.500		0	0	0	NR	NR	0
LUCIS	0.500		0	0	0	NR	NR	0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State and tribal - equivalent CERCLIS								
IL SSU	1.000		0	0	0	0	NR	0
State and tribal landfill and/or solid waste disposal site lists								
IL SWFLF	0.500		0	0	0	NR	NR	0
IL LF SPECIAL WASTE	0.500		0	0	0	NR	NR	0
IL NIPC	0.500		0	0	0	NR	NR	0
IL CCDD	0.500		0	0	0	NR	NR	0
State and tribal leaking storage tank lists								
IL LUST	0.500		2	2	14	NR	NR	18

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	0.500		0	0	0	NR	NR	0
INDIAN LUST	0.500		0	0	0	NR	NR	0
<i>State and tribal registered storage tank lists</i>								
IL UST	0.250		1	2	NR	NR	NR	3
INDIAN UST	0.250		0	0	NR	NR	NR	0
FEMA UST	0.250		0	0	NR	NR	NR	0
<i>State and tribal institutional control / engineering control registries</i>								
IL ENG CONTROLS	0.500		0	0	1	NR	NR	1
IL INST CONTROL	0.500		0	0	1	NR	NR	1
<i>State and tribal voluntary cleanup sites</i>								
IL SRP	0.500		1	0	2	NR	NR	3
INDIAN VCP	0.500		0	0	0	NR	NR	0
<i>State and tribal Brownfields sites</i>								
IL BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMENTAL RECORDS								
<i>Local Brownfield lists</i>								
US BROWNFIELDS	0.500		0	0	1	NR	NR	1
<i>Local Lists of Landfill / Solid Waste Disposal Sites</i>								
ODI	0.500		0	0	0	NR	NR	0
DEBRIS REGION 9	0.500		0	0	0	NR	NR	0
INDIAN ODI	0.500		0	0	0	NR	NR	0
<i>Local Lists of Hazardous waste / Contaminated Sites</i>								
US CDL	TP		NR	NR	NR	NR	NR	0
IL CDL	TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR	NR	NR	NR	NR	0
<i>Local Land Records</i>								
LIENS 2	TP		NR	NR	NR	NR	NR	0
<i>Records of Emergency Release Reports</i>								
HMIRS	TP		NR	NR	NR	NR	NR	0
IL SPILLS	TP		NR	NR	NR	NR	NR	0
IL SPILLS 90	TP		NR	NR	NR	NR	NR	0
<i>Other Ascertainable Records</i>								
RCRA NonGen / NLR	0.250		1	1	NR	NR	NR	2
DOT OPS	TP		NR	NR	NR	NR	NR	0
DOD	1.000		0	0	0	0	NR	0
FUDS	1.000		0	0	0	0	NR	0

MAP FINDINGS SUMMARY

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
CONSENT	1.000		0	0	0	0	NR	0
ROD	1.000		0	0	0	0	NR	0
UMTRA	0.500		0	0	0	NR	NR	0
US MINES	0.250		0	0	NR	NR	NR	0
TRIS	TP		NR	NR	NR	NR	NR	0
TSCA	TP		NR	NR	NR	NR	NR	0
FTTS	TP		NR	NR	NR	NR	NR	0
HIST FTTS	TP		NR	NR	NR	NR	NR	0
SSTS	TP		NR	NR	NR	NR	NR	0
ICIS	TP		NR	NR	NR	NR	NR	0
PADS	TP		NR	NR	NR	NR	NR	0
MLTS	TP		NR	NR	NR	NR	NR	0
RADINFO	TP		NR	NR	NR	NR	NR	0
FINDS	TP		NR	NR	NR	NR	NR	0
RAATS	TP		NR	NR	NR	NR	NR	0
RMP	TP		NR	NR	NR	NR	NR	0
IL NPDES	TP		NR	NR	NR	NR	NR	0
IL UIC	TP		NR	NR	NR	NR	NR	0
IL HWAR	TP		NR	NR	NR	NR	NR	0
WI MANIFEST	0.250		0	0	NR	NR	NR	0
NY MANIFEST	0.250		0	0	NR	NR	NR	0
IL DRYCLEANERS	0.250		0	0	NR	NR	NR	0
IL IMPDMNT	0.500		0	0	0	NR	NR	0
IL AIRS	TP		NR	NR	NR	NR	NR	0
IL TIER 2	TP		NR	NR	NR	NR	NR	0
INDIAN RESERV	1.000		0	0	0	0	NR	0
SCRD DRYCLEANERS	0.500		0	0	0	NR	NR	0
IL BOL	0.500		2	5	37	NR	NR	44
IL PIMW	0.250		0	0	NR	NR	NR	0
IL COAL ASH	0.500		0	0	0	NR	NR	0
IL Financial Assurance	TP		NR	NR	NR	NR	NR	0
LEAD SMELTERS	TP		NR	NR	NR	NR	NR	0
COAL ASH EPA	0.500		0	0	0	NR	NR	0
COAL ASH DOE	TP		NR	NR	NR	NR	NR	0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
2020 COR ACTION	0.250		0	0	NR	NR	NR	0
EPA WATCH LIST	TP		NR	NR	NR	NR	NR	0
US AIRS	TP		NR	NR	NR	NR	NR	0
PRP	TP		NR	NR	NR	NR	NR	0
US FIN ASSUR	TP		NR	NR	NR	NR	NR	0

EDR HIGH RISK HISTORICAL RECORDS

EDR Exclusive Records

EDR MGP	1.000		0	0	0	0	NR	0
EDR US Hist Auto Stat	0.250		1	3	NR	NR	NR	4
EDR US Hist Cleaners	0.250		1	0	NR	NR	NR	1

NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s) EDR ID Number
EPA ID Number

A1
North 150 E NORTH AVE
< 1/8 MELROSE PARK, IL 60164
0.030 mi.
159 ft.
Relative: [Click here for full text details](#)
Higher

EDR US Hist Cleaners 1014996041
N/A

A2
NE 7-ELEVEN 33773
< 1/8 162 E NORTH AVE
0.038 mi. NORTHLAKE, IL 60164
199 ft.
Relative: [Click here for full text details](#)
Higher

IL HWAR S110855213
IL BOL N/A

A3
NE 7-ELEVEN 33773
< 1/8 162 E NORTH AVE
0.038 mi. NORTHLAKE, IL 60164
199 ft.
Relative: [Click here for full text details](#)
Higher

RCRA NonGen / NLR 1015742588
ILR000157016

RCRA NonGen / NLR
EPA Id: ILR000157016

A4
NE 7-ELEVEN STORE NO. 33773
< 1/8 162 EAST NORTH AVENUE
0.038 mi. NORTHLAKE, IL 60164
199 ft.
Relative: [Click here for full text details](#)
Higher

IL SRP S109327921
N/A

B5
East REPAIR GARAGE
< 1/8 201 E. NORTH AVE.
0.092 mi. NORTHLAKE, IL 60164
487 ft.
Relative: [Click here for full text details](#)
Lower

IL UST
Status: EXEMPT
Facility Id: 2005093
Tank Status: Removed
Tank Status: Out of service

IL UST U000856889
N/A

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EPA ID Number	EDR ID Number
B6	East	< 1/8	0.092 mi. 487 ft.	DOUG'S TOWING 201 EAST NORTH AVE. NORTHLAKE, IL 60164	IL LUST	S104527111	N/A
				Click here for full text details			
Relative: Lower			IL LUST	NFA/NFR Letter: 07/20/2009			
B7	East	< 1/8	0.092 mi. 487 ft.	201 E NORTH AVE MELROSE PARK, IL 60164	EDR US Hist Auto Stat	1015305274	N/A
				Click here for full text details			
Relative: Lower			IL LUST	NFA/NFR Letter: 07/20/2009			
B8	East	< 1/8	0.092 mi. 487 ft.	CONTOR, ROBERT L., ESTATE OF 201 EAST NORTH AVENUE NORTHLAKE, IL 60164	IL LUST	S107739323	N/A
				Click here for full text details			
Relative: Lower			IL LUST	NFA/NFR Letter: 07/20/2009			
B9	East	< 1/8	0.092 mi. 487 ft.	DOUGS TOWING 201 E NORTH AVE NORTHLAKE, IL 60164	IL BOL	S113265037	N/A
				Click here for full text details			
Relative: Lower			IL LUST	NFA/NFR Letter: 07/20/2009			
C10	NE	< 1/8	0.124 mi. 655 ft.	NORTHLAKE, CITY OF 200 PARKVIEW NORTHLAKE, IL	RCRA-CESQG FINDS	1004695753 ILR000026351	
				Click here for full text details			
Relative: Lower			RCRA-CESQG	EPA Id: ILR000026351			

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MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
11	ENE	1/8-1/4	0.127 mi. 668 ft.	224 E NORTH AVE MELROSE PARK, IL 60164	EDR US Hist Auto Stat	1015338759	N/A
Relative: Lower							
Click here for full text details							
C12	NE	1/8-1/4	0.129 mi. 682 ft.	NORTHLAKE, CITY OF 200 PARKVIEW NORTHLAKE, IL 60164	IL BOL	S113265060	N/A
Relative: Lower							
Click here for full text details							
D13	WNW	1/8-1/4	0.137 mi. 722 ft.	SHELL SERVICE STA 70 E NORTH AVE NORTHLAKE, IL 60164	RCRA-SQG FINDS	1001218703	ILR000047647
Relative: Lower							
Click here for full text details							
RCRA-SQG EPA Id: ILR000047647							
D14	WNW	1/8-1/4	0.137 mi. 722 ft.	70 E NORTH AVE MELROSE PARK, IL 60164	EDR US Hist Auto Stat	1015604420	N/A
Relative: Lower							
Click here for full text details							
D15	WNW	1/8-1/4	0.137 mi. 722 ft.	SHELL OIL PRODUCTS US 70 E NORTH AVE NORTHLAKE, IL 60164	IL BOL	S113265084	N/A
Relative: Lower							
Click here for full text details							
D16	WNW	1/8-1/4	0.137 mi. 722 ft.	TRUE NORTH LOCATION 2062 70 E. NORTH AVE. NORTHLAKE, IL 60164	IL UST	U001134321	N/A
Relative: Lower							
Click here for full text details							
IL UST Status: ACTIVE							

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Map ID:
Direction
Distance
Elevation

MAP FINDINGS

TRUE NORTH LOCATION 2062 (Continued)

EDR ID Number
EPA ID Number

Database(s)

Facility Id: 2021183
Tank Status: Currently in use
Tank Status: Removed

U001134321

D17
WNW
1/8-1/4
0.137 mi.
722 ft.

SHELL OIL PRODUCTS US
70 E NORTH AVE
NORTHLAKE, IL 60164

IL BOL S113280435
N/A

[Click here for full text details](#)

Relative:
Lower

D18
WNW
1/8-1/4
0.137 mi.
722 ft.

SHELL OIL PRODUCTS US
70 EAST NORTH AVE.
NORTHLAKE, IL 60164

IL LUST S105815898
N/A

[Click here for full text details](#)

Relative:
Lower

IL LUST
NFA/NFR Letter: 03/06/2012

19
West
1/8-1/4
0.197 mi.
1042 ft.

NORTHLAKE, CITY OF
55 E NORTH AVE
NORTHLAKE, IL 60164

IL NPDES S110708886
IL BOL N/A

[Click here for full text details](#)

Relative:
Higher

E20
East
1/8-1/4
0.222 mi.
1173 ft.

MARATHON SERVICE OF NORTHLAKE
300 EAST NORTH AVE.
NORTHLAKE, IL 60164

IL LUST S104529227
N/A

[Click here for full text details](#)

Relative:
Lower

E21
East
1/8-1/4
0.222 mi.
1173 ft.

MARATHON, G&J
300 E NORTH AVE
NORTHLAKE, IL 60164

IL BOL S113265017
N/A

[Click here for full text details](#)

Relative:
Lower

99

MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EDR ID Number
EPA ID Number

E22 **MARATHON, G&J**
East 300 E NORTH AVE
1/8-1/4 NORTHLAKE, IL
0.222 mi.
1173 ft.

RCRA NonGen / NLR 1000986902
FINDS IL0001021385

[Click here for full text details](#)

Relative:
Lower

RCRA NonGen / NLR
EPA Id: IL0001021385

E23 **G&J MARATHON**
East 300 EAST NORTH AVENUE
1/8-1/4 NORTHLAKE, IL 60164
0.222 mi.
1173 ft.

IL UST U000856885
 N/A

[Click here for full text details](#)

Relative:
Lower

IL UST
Status: ACTIVE
Facility Id: 2013804
Tank Status: Exempt from registration
Tank Status: Currently in use

E24
East 300 E NORTH AVE
1/8-1/4 MELROSE PARK, IL 60164
0.222 mi.
1173 ft.

EDR US Hist Auto Stat 1015400115
 N/A

[Click here for full text details](#)

Relative:
Lower

F25 **VERLARE DRY CLEANING**
West 28 SOUTH WOLF ROAD
1/4-1/2 NORTHLAKE, IL 60164
0.291 mi.
1537 ft.

IL LUST S106121924
IL ENG CONTROLS N/A
IL INST CONTROL
IL SRP

[Click here for full text details](#)

Relative:
Higher

IL LUST
NFA/NFR Letter: 03/17/2005

F26 **NORTHLAKE DRY CLEANERS**
West 28 S. WOLF RD.
1/4-1/2 NORTHLAKE, IL
0.291 mi.
1537 ft.

US BROWNFIELDS 1014949235
 N/A

[Click here for full text details](#)

Relative:
Higher

Map ID
Direction
Distance
Elevation

MAP FINDINGS

Site

Database(s)

EDR ID Number
EPA ID Number

F27
West
1/4-1/2
0.291 mi.
1537 ft.

VELARE CLEANERS
28 S WOLF RD
NORTHLAKE, IL 60164

IL BOL S113265032
N/A

Relative:
Higher

[Click here for full text details](#)

F28
West
1/4-1/2
0.292 mi.
1543 ft.

NORTHLAKE, CITY OF
34 S WOLF RD
NORTHLAKE, IL 60164

IL BOL S113265080
N/A

Relative:
Higher

[Click here for full text details](#)

F29
West
1/4-1/2
0.292 mi.
1543 ft.

NORTHLAKE, CITY OF
34 SOUTH WOLF RD.
NORTHLAKE, IL 60164

IL LUST S106058395
N/A

Relative:
Higher

[Click here for full text details](#)

IL LUST

NFA/NFR Letter: 10/24/2003

G30
West
1/4-1/2
0.296 mi.
1564 ft.

UNOCAL 76, NORTH & WOLF
5 W NORTH AVE
NORTHLAKE, IL 60164

IL BOL S113265041
N/A

Relative:
Higher

[Click here for full text details](#)

G31
West
1/4-1/2
0.296 mi.
1564 ft.

NORTHLAKE QUIK SHOP
5 WEST NORTH AVENUE
NORTHLAKE, IL 60164

IL LUST U001134323
IL UST N/A

Relative:
Higher

[Click here for full text details](#)

IL LUST

NFA/NFR Letter: 12/23/1999

IL UST

Status: ACTIVE
Facility Id: 2010519
Tank Status: Removed
Tank Status: Currently in use
Tank Status: Exempt from registration

Map ID:
Direction:
Distance:
Elevation:

MAP FINDINGS

Site:

Database(s):

EDR ID Number
EPA ID Number

G32 ROYAL SCOT FLOOR COVERING
West 5 W NORTH AVE SPILL
1/4-1/2 NORTHLAKE, IL 60164
0.296 mi.
1564 ft.

IL BOL S113265024
N/A

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

G33 YRC INC-SPILL
West 6 W NORTH AVE
1/4-1/2 NORTHLAKE, IL 60164
0.308 mi.
1627 ft.

IL BOL S113265095
N/A

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

H34 G&H DEVELOPMENT CORP
West 8 W NORTH AVE
1/4-1/2 NORTHLAKE, IL 60164
0.312 mi.
1646 ft.

IL BOL S113265038
N/A

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

H35 GH DEVELOPMENT
West 12 NORTH AVE
1/4-1/2 NORTHLAKE, IL 60164
0.324 mi.
1695 ft.

IL LUST S103292879
N/A

Relative: [Click here for full text details](#)
Higher
IL LUST
NFA/NFR Letter: 09/27/2000

36 NORTHLAKE, CITY OF
NNW 100 WEST PALMER ST.
1/4-1/2 NORTHLAKE, IL 60164
0.371 mi.
1957 ft.

IL LUST S105226464
N/A

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

137 BAL-MIR CEMENT CO.
SW 220 S WOLF RD
1/4-1/2 NORTHLAKE, IL 60164
0.390 mi.
2061 ft.

IL UST U001134310
IL BOL N/A

Relative: [Click here for full text details](#)
Higher
IL UST
Status: CLOSED

MAP FINDINGS

Map ID:
 Direction:
 Distance:
 Elevation:

Site:

Database(s):

EDR ID Number:
 EPA ID Number:

BAL-MIR CEMENT CO (Continued)

U001134310

Facility Id: 2002099
 Tank Status: Removed

138
 SW
 1/4-1/2
 0.390 mi.
 2061 ft.

BAL-MIR CEMENT CO.
 220 SOUTH WOLF RD.
 NORTHLAKE, IL 60164

IL LUST S104524719
 N/A

Relative:
 Higher

[Click here for full text details](#)

IL LUST
 NFA/NFR Letter: 06/25/1996

39
 West
 1/4-1/2
 0.401 mi.
 2118 ft.

THE HOME DEPOT STORE #1919
 37 W NORTH AVE
 NORTHLAKE, IL 60164

IL TIER 2 S110156500
 IL BOL N/A

Relative:
 Higher

[Click here for full text details](#)

J40
 South
 1/4-1/2
 0.421 mi.
 2224 ft.

DYNA-BURR CHICAGO INC
 65 E LAKE ST
 NORTHLAKE, IL 60164

IL BOL S113265012
 N/A

Relative:
 Higher

[Click here for full text details](#)

J41
 South
 1/4-1/2
 0.421 mi.
 2224 ft.

DYNA - BURR
 65 E LAKE ST
 NORTHLAKE, IL 61064

CERC-NFRAP 1000143483
 RCRA-SQG ILD051918670

Relative:
 Higher

[Click here for full text details](#)

CERC-NFRAP
 EPA Id: ILD051918670

RCRA-SQG
 EPA Id: ILD051918670

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
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42 SSW 1/4-1/2 0.424 mi. 2240 ft.	CALLEN MFG CORP 13 E LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL UST IL BOL	U001134312 N/A
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Relative:
Higher

IL UST
Status: CLOSED
Facility Id: 2029530
Tank Status: Abandoned in place

K43 SSW 1/4-1/2 0.424 mi. 2240 ft.	ARCO TRUCKING INC 40 E LAKE ST 14C NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265087 N/A
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Relative:
Higher

J44 South 1/4-1/2 0.425 mi. 2246 ft.	HI-TEMP LLC DBA BLUEWATER THERMAL SOLUTIONS - CHICAGO 2 75 E. LAKE STREET NORTHLAKE, IL 60164 Click here for full text details	IL NPDES IL LUST IL SRP IL AIRS IL TIER 2 IL BOL	S107742670 N/A
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Relative:
Higher

IL AIRS
Facility Id: 2478

45 East 1/4-1/2 0.426 mi. 2247 ft.	NORTHLAKE AUTO REPAIR 385 E NORTH AVE NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265071 N/A
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Relative:
Lower

K46 SSW 1/4-1/2 0.427 mi. 2252 ft.	DMD SVCS INC 32 E LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265076 N/A
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Relative:
Higher

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MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
K47 SSW 1/4-1/2 0.435 mi. 2299 ft.	CHICAGO NORTHWESTERN RAILROAD 7 EAST LAKE ST. NORTHLAKE, IL 60164 Click here for full text details	IL LUST	S104523068 N/A
Relative: Higher	IL LUST NFA/NFR Letter: 04/08/1996		
K48 SSW 1/4-1/2 0.435 mi. 2299 ft.	CHICAGO NORTHWESTERN RR 7 E LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265051 N/A
Relative: Higher			
L49 SW 1/4-1/2 0.437 mi. 2306 ft.	NORTHLAKE MARATHON 2 EAST LAKE STREET NORTHLAKE, IL 60164 Click here for full text details	IL LUST IL UST	U000856884 N/A
Relative: Higher	IL UST Status: ACTIVE Facility Id: 2017221 Tank Status: Removed Tank Status: Exempt from registration Tank Status: Currently in use		
50 ENE 1/4-1/2 0.441 mi. 2330 ft.	ANNING-JOHNSON CO INC 1959 ANSON DR MELROSE PARK, IL 60160 Click here for full text details	IL LUST IL UST	U001143770 N/A
Relative: Lower	IL LUST NFA/NFR Letter: 03/06/1991		
	IL UST Status: CLOSED Facility Id: 2000674 Tank Status: Removed		

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MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
M51 South 1/4-1/2 0.445 mi. 2347 ft. Relative: Higher	LAKWOOD HOMES & DEVELOPMENT 5227 W LAKE ST MELROSE PARK, IL 60160 Click here for full text details	IL BOL	S113259742 N/A
M52 South 1/4-1/2 0.445 mi. 2351 ft. Relative: Higher	DUKE OF OIL 5223 W LAKE ST MELROSE PARK, IL 60160 Click here for full text details	IL BOL	S113259812 N/A
M53 South 1/4-1/2 0.449 mi. 2371 ft. Relative: Higher	5209 LAKE ST MELROSE PARK, IL Click here for full text details	IL SPILLS IL BOL	S111881795 N/A
M54 South 1/4-1/2 0.449 mi. 2371 ft. Relative: Higher	BROWNING FERRIS IND. 5209 LAKE ST. MELROSE PARK, IL 60160 Click here for full text details	IL LUST	S104525565 N/A
L55 SW 1/4-1/2 0.453 mi. 2391 ft. Relative: Higher	FUEL SYSTEMS 2 E LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265036 N/A
M56 South 1/4-1/2 0.455 mi. 2400 ft. Relative: Higher	HI-TEMP NORTHLAKE LLC 5400 W LAKE ST MELROSE PARK, IL 60160 Click here for full text details	IL NPDES IL AIRS IL TIER 2 IL BOL	S107742672 N/A
	IL AIRS Facility Id: 1682		

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
57	ENE	1/4-1/2	0.462 mi. 2438 ft.	DMJ TRUCKING 1985 ANSON DR MELROSE PARK, IL 60160	IL BOL	S113259783	N/A
				Click here for full text details			
Relative: Lower							
58	SW	1/4-1/2	0.463 mi. 2443 ft.	OFFICE ELECTRONICS INC 1 W LAKE ST NORTHLAKE, IL	FINDS IL AIRS IL BOL	1006391770	N/A
				Click here for full text details			
Relative: Higher				IL AIRS Facility Id: 2474			
59	East	1/4-1/2	0.468 mi. 2473 ft.	NATIONAL PUMP & COMPRESSOR 4533 W NORTH AVE MELROSE PARK, IL 60160	IL BOL	S113259794	N/A
				Click here for full text details			
Relative: Lower							
N60	East	1/4-1/2	0.470 mi. 2484 ft.	AL PIEMONTE NORTHLAKE NISSAN 401-411 E NORTH AVE NORTHLAKE, IL 60164	IL BOL	S113265040	N/A
				Click here for full text details			
Relative: Lower							
N61	East	1/4-1/2	0.470 mi. 2484 ft.	AL PIEMONTE NORTHLAKE NISSAN 401-411 E NORTH AVE NORTHLAKE, IL 60164	IL BOL	S113265048	N/A
				Click here for full text details			
Relative: Lower							
O62	NW	1/4-1/2	0.475 mi. 2506 ft.	HI-TEMP NORTHLAKE LLC 310 S WOLF RD NORTHLAKE, IL 60164	IL AIRS IL BOL	1008129095	N/A
				Click here for full text details			
Relative: Higher				IL AIRS Facility Id: 2477			

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MAP FINDINGS

Map ID
Direction
Distance
Elevation

Site

Database(s)

EOR ID Number
EPA ID Number

O63 AIR LIQUIDE
NW 310 S WOLF RD-B
1/4-1/2 NORTHLAKE, IL 60164
0.475 mi.
2506 ft.

IL BOL S113265094
N/A

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

P64 HANSEN & SON CO
SW 24 W LAKE ST
1/4-1/2 NORTHLAKE, IL 60164
0.475 mi.
2510 ft.

IL UST U001134316
IL BOL N/A

Relative:
Higher
[Click here for full text details](#)
IL UST
Status: CLOSED
Facility Id: 2019930
Tank Status: Removed

65 POTAMIANOS, WILLIAM
West 59-69 NORTH AVE
1/4-1/2 NORTHLAKE, IL 60164
0.476 mi.
2515 ft.

IL LUST S105620799
IL BOL N/A

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

Q66 VCNA PRAIRIE ILLINOIS INC YARD 1009
South 5300 W LAKE ST
1/4-1/2 MELROSE PARK, IL 60160
0.477 mi.
2519 ft.

IL BOL S113259873
N/A

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

Q67 PATRONE READY MIX CORP.
South 5300 WEST LAKE ST.
1/4-1/2 MELROSE PARK, IL 60160
0.477 mi.
2519 ft.

IL LUST 1001655156
N/A

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

MAP FINDINGS

Map ID	Direction	Distance	Elevation	Site	Database(s)	EDR ID Number	EPA ID Number
68	ENE	1/4-1/2 0.478 mi. 2523 ft.		WS DARLEY CO. 2000 ANSON DR. MELROSE PARK, IL 60160 Click here for full text details	IL LUST IL BOL	S100531173 N/A	
				Relative: Lower IL LUST NFA/NFR Letter: 07/26/1993			
P69	SW	1/4-1/2 0.488 mi. 2575 ft.		TRU-WAY INC 36 W LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265064 N/A	
				Relative: Higher			
P70	SW	1/4-1/2 0.491 mi. 2590 ft.		BERGER TRANSFER & STORAGE 21 W LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265014 N/A	
				Relative: Higher			
71	SW	1/4-1/2 0.493 mi. 2603 ft.		VIDEO SOUND SERVICE INC 40 W LAKE ST NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265058 N/A	
				Relative: Higher			
72	NE	1/4-1/2 0.494 mi. 2609 ft.		BERKELEY SCHOOL DIST 87 338 E WHITEHALL AVE NORTHLAKE, IL 60164 Click here for full text details	IL BOL	S113265077 N/A	
				Relative: Lower			
R73	SSE	1/4-1/2 0.495 mi. 2614 ft.		ACE GRINDING 5017 LAKE MELROSE PARK, IL 60160 Click here for full text details	IL BOL	S113259779 N/A	
				Relative: Lower			

MAP FINDINGS

Map ID Direction Distance Elevation	Site	Database(s)	EDR ID Number EPA ID Number
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R74
SSE
 1/4-1/2
 0.496 mi.
 2621 ft.

MCGILL
 5009 W LAKE ST
 MELROSE PARK, IL 60161

IL AIRS S107746612
 IL BOL N/A

Relative:
 Lower

[Click here for full text details](#)

IL AIRS
 Facility Id: 1673

75
NNW
 1/2-1
 0.594 mi.
 3137 ft.

PACKAGING DIVISION INC
 400 N WOLF RD
 NORTHLAKE, IL

CERC-NFRAP 1000179570
 CORRACTS ILD005070545
 RCRA NonGen / NLR
 FINDS
 IL NPDES
 NY MANIFEST
 WI MANIFEST
 IL ENG CONTROLS
 IL INST CONTROL
 IL SRP
 2020 COR ACTION

Relative:
 Higher

[Click here for full text details](#)

CERC-NFRAP
 EPA Id: ILD005070545

RCRA NonGen / NLR
 EPA Id: ILD005070545

76
West
 1/2-1
 0.790 mi.
 4173 ft.

SCHOLLE CORPORATION
 200 WEST NORTH AVENUE
 NORTHLAKE, IL 60164

CERC-NFRAP 1000333944
 CORRACTS ILD001746684
 RCRA-SQG
 FINDS
 IL NPDES
 IL LUST
 IL SPILLS

Relative:
 Higher

[Click here for full text details](#)

CERC-NFRAP
 EPA Id: ILD001746684

RCRA-SQG
 EPA Id: ILD001746684

IL LUST
 NFA/NFR Letter: 09/08/1998
 NFA/NFR Letter: 06/04/1997

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

SL	Acronym	Full Name	Government Agency	Gov. Date	Acq. Date	Active Date
IL	AIRS	AIRS	Illinois EPA	12/31/2011	04/16/2012	05/15/2012
IL	BOL	Bureau of Land Inventory Database	Illinois Environmental Protection Agency	06/28/2013	06/28/2013	07/26/2013
IL	BROWNFIELDS	Municipal Brownfields Redevelopment Grant Program Project De	Illinois Environmental Protection Agency	01/18/2013	01/17/2013	02/01/2013
IL	BROWNFIELDS	Redevelopment Assessment Database	Illinois Environmental Protection Agency	04/29/2013	05/01/2013	05/10/2013
IL	CCDD	Clean Construction or Construction Debris	Illinois EPA	04/29/2013	05/01/2013	08/10/2013
IL	GBL	Meth Drug Lab Site Listing	Department of Public Health	07/18/2013	07/18/2013	07/30/2013
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	05/22/2013	05/29/2013	05/10/2013
IL	ENG CONTROLS	Sites with Engineering Controls	Illinois Environmental Protection Agency	07/19/2013	07/24/2013	07/30/2013
IL	Financial Assistance	Financial Assistance Information Listing	Illinois Environmental Protection Agency	08/07/2013	08/07/2013	07/26/2013
IL	HVAR	Hazard Waste Annual Report	Illinois EPA	12/31/2010	04/24/2012	05/16/2012
IL	IL NIPC	Solid Waste Landfill Inventory	Northeastern Illinois Planning Commission	08/01/1988	08/01/1994	08/12/1994
IL	IMPDMNT	Surface Impairment Inventory	Illinois Waste Management & Research Center	12/31/1980	03/08/2002	05/03/2002
IL	Inst Control	Institutional Controls	Illinois Environmental Protection Agency	07/19/2010	07/24/2010	07/30/2010
IL	LF SPECIAL WASTE	Special Waste Site List	Illinois EPA	01/01/1990	06/17/2008	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	09/29/2013	09/01/2013	06/10/2013
IL	LUSTRUST	Underground Storage Tank Fund Payment Priority List	Illinois EPA	04/12/2013	05/01/2013	06/10/2013
IL	NPDES	A Listing of Active Permits	Illinois EPA	03/28/2013	03/29/2013	05/07/2013
IL	PIMW	Potentially Infectious Medical Waste	Illinois EPA	06/24/2013	06/25/2013	07/26/2013
IL	SPILLS 90	State spills	Illinois EPA	07/18/2012	01/03/2013	03/13/2013
IL	SRP	SPILLS90 data from First Search	Illinois EPA	07/18/2013	07/24/2013	07/30/2013
IL	SSU	Site Remediation Program Database	Illinois EPA	07/18/2012	07/12/2012	06/02/2012
IL	SWRALF	State Sites Unit Listing	Illinois Environmental Protection Agency	12/31/2011	11/07/2012	12/05/2012
IL	TIER 2	Available Disposal for Solid Waste in Illinois - Solid Waste	Illinois Environmental Protection Agency	12/31/2012	02/19/2013	04/16/2013
IL	UIC	Tier 2 Information Listing	Illinois Emergency Management Agency	08/03/2012	09/05/2012	09/20/2012
IL	UST	Underground Injection Wells	Illinois State Fire Marshal	07/05/2013	07/15/2013	07/15/2013
US	2020 COR ACTION	Underground Storage Tank Facility List	Environmental Protection Agency	11/11/2011	05/18/2012	05/29/2012
US	BRS	2020 Corrective Action Program List	EPANIS	12/31/2011	02/26/2013	04/18/2013
US	CERCLIS	Biennial Reporting System	EPA	04/26/2013	05/29/2013	08/09/2013
US	CERCLIS-NFRAP	Comprehensive Environmental Response, Compensation, and Liab	EPA	12/31/2005	08/07/2009	10/22/2009
US	COAL ASH DOE	CERCLIS No Further Remedial Action Planned	Department of Energy	09/17/2010	01/03/2011	03/21/2011
US	COAL ASH EPA	Steam-Electric Plant Operation Data	Environmental Protection Agency	12/31/2010	01/15/2013	03/13/2013
US	CONSENT	Coal Combustion Residual Surface Impairments List	Department of Justice, Consent Decree Library	02/12/2013	02/27/2013	02/27/2013
US	CORRACTS	Superfund (CERCLA) Consent Decree	EPA	04/26/2013	05/07/2009	09/21/2009
US	DEBRIS REGION 9	Corrective Action Report	EPA	12/31/2005	11/10/2006	07/10/2013
US	DELISTED NPL	Torres Martinez Reservation Illegal Dump Site Locations	USGS	07/03/2012	07/03/2012	01/11/2007
US	DOD	National Priority List Deletions	EDR, Inc.	08/07/2009	08/07/2009	09/18/2012
US	DOD OPS	Department of Defense Sites	EPA, Region 9	02/12/2013	02/27/2013	02/27/2013
US	EDR MSP	Incident and Accident Data	EPA	01/12/2009	05/07/2009	09/21/2009
US	EDR US Hist Auto Stat	EDR Proprietary Manufactured Gas Plants	USGS	04/26/2013	05/09/2013	07/10/2013
US	EDR US Hist Auto Stat	EDR Exclusionary Historic Gas Stations	EDR, Inc.	12/31/2005	11/10/2006	01/11/2007
US	EDR US Hist Cleaners	EDR Proprietary Historic Gas Stations - Cole	Department of Transportation, Office of Pipel	07/03/2012	02/18/2013	05/10/2013
US	EDR US Hist Cleaners	EDR Proprietary Historic Dry Cleaners - Cole	EDR, Inc.	12/31/2005	01/17/2013	02/15/2013
US	EPA WATCH LIST	EDR Exclusionary Historic Dry Cleaners	Environmental Protection Agency	12/31/2012	02/18/2013	05/10/2013
US	ERNS	EPA WATCH LIST	National Response Center, United States Coast	12/31/2012	01/17/2013	02/15/2013
US	ERNS	Emergency Response Notification System				

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St.	Acronym	Full Name	Government Agency	Govt Date	Acvt Date	Active Date
US	FEDERAL FACILITY	Federal Facility Site Information Listing	Environmental Protection Agency	07/31/2012	10/09/2012	12/20/2012
US	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	12/31/2005	02/06/2006	01/11/2007
US	FENALUST	Underground Storage Tank Listing	FEMA	01/01/2010	02/16/2010	04/12/2010
US	FINDS	Facility Index System/Facility Registry System	EPA	03/08/2013	03/21/2013	07/10/2013
US	FTTS	FIFRA/TSCA Tracking System - FIFRA (Federal) Insecticide, Fu	EPA/Office of Pesticides and Tox	04/09/2009	04/16/2009	05/11/2009
US	FTTS INSP	Formerly Used Defense Sites	EPA	12/31/2011	02/26/2013	03/13/2013
US	FUDS	FIFRA/TSCA Tracking System Administrative Case Listing	U.S. Army Corps of Engineers	10/19/2006	03/01/2007	04/10/2007
US	HIST FITS	FIFRA/TSCA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
US	HIST FITS INSP	Hazardous Materials Information Reporting System	Environmental Protection Agency	12/31/2012	01/03/2013	02/27/2013
US	HIMRS	Integrated Compliance Information System	U.S. Department of Transportation	07/20/2011	11/10/2011	01/10/2012
US	ICIS	Leaking Underground Storage Tanks on Indian Land	Environmental Protection Agency	09/28/2012	11/01/2012	04/12/2013
US	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	02/05/2013	02/06/2013	04/12/2013
US	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	02/05/2013	02/06/2013	04/12/2013
US	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	02/06/2013	02/08/2013	04/12/2013
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	08/02/2012	09/03/2012	11/05/2012
US	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EPA Region 7	05/11/2011	05/11/2011	06/14/2011
US	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	12/31/2012	02/28/2013	04/12/2013
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	08/27/2012	09/28/2012	10/16/2012
US	INDIAN LUST R8	Leaking Underground Storage Tanks on Indian Land	EPA Region 8	02/21/2013	02/26/2013	04/12/2013
US	INDIAN ODI	Report on the Status of Open Dumps on Indian Land	Environmental Protection Agency	08/28/2012	10/02/2012	10/16/2012
US	INDIAN RESERV	Indian Reservations	Environmental Protection Agency	03/01/2013	03/01/2013	04/12/2013
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	USGS	12/31/1998	12/03/2007	01/24/2008
US	INDIAN UST R1	Underground Storage Tanks on Indian Land	EPA, Region 1	12/31/2005	12/08/2006	01/11/2007
US	INDIAN UST R10	Underground Storage Tanks on Indian Land	EPA, Region 10	09/28/2012	11/07/2012	04/12/2013
US	INDIAN UST R4	Underground Storage Tanks on Indian Land	EPA, Region 4	02/05/2013	02/06/2013	04/12/2013
US	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA, Region 5	02/06/2013	02/08/2013	04/12/2013
US	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA, Region 6	08/02/2012	09/03/2012	11/05/2012
US	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA, Region 7	05/11/2011	05/11/2011	06/14/2011
US	INDIAN UST R8	Underground Storage Tanks on Indian Land	EPA, Region 8	12/31/2012	02/28/2013	04/12/2013
US	INDIAN UST R9	Underground Storage Tanks on Indian Land	EPA, Region 9	08/27/2012	09/28/2012	10/16/2012
US	INDIAN VCP R1	Voluntary Cleanup Priority Listing	EPA, Region 1	02/21/2013	02/26/2013	04/12/2013
US	INDIAN VCP R7	Voluntary Cleanup Priority Listing	EPA, Region 7	08/28/2012	10/02/2012	10/16/2012
US	LEAD-SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	03/20/2008	04/22/2008	05/19/2008
US	LEAD-SMELTER 2	Lead Smelter Sites	Environmental Protection Agency	01/29/2013	02/14/2013	02/27/2013
US	LIENS/2	Lead Smelter Sites	Environmental Protection Agency	04/05/2001	10/27/2010	12/02/2010
US	LUCIS	GERGLA Lien Information	American Journal of Public Health	02/09/2013	04/25/2013	05/10/2013
US	MLTS	Land Use Control Information System	Department of the Navy	12/09/2005	12/11/2006	01/11/2007
US	NPL	Material Licensing Tracking System	Nuclear Regulatory Commission	03/14/2013	03/20/2013	07/10/2013
US	NPL LIENS	National Priority List	EPA	04/26/2013	05/09/2013	07/10/2013
US	ODI	Federal Superfund Liens	EPA	10/15/1991	02/02/1994	03/30/1994
US	PADS	Open Dump Inventory	EPA	08/30/1985	08/09/2004	09/17/2004
US	PCB TRANSFORMER	PCB Activity Database System	Environmental Protection Agency	11/01/2011	01/16/2013	05/10/2013
US	PRP	PCB Transformer Registration Database	EPA	02/10/2011	10/19/2011	01/10/2012
US	Proposed NPL	Potentially Responsible Parties	EPA	12/18/2012	04/04/2013	07/10/2013
US	RAATS	Proposed National Priority List Sites	EPA	04/26/2013	05/09/2013	07/10/2013
US	RADINFO	RCRA Administrative Action Tracking System	EPA	04/09/2013	04/11/2013	05/10/2013
US	RCRA NonGen /NLR	Radiation Information Database	Environmental Protection Agency	04/09/2013	07/03/1995	08/07/1995
US	RCRA-CESQG	RCRA - Non Generators	Environmental Protection Agency	06/18/2013	07/01/2013	08/09/2013
US	RCRA-LQG	RCRA - Conditionally Exempt Small Quantity Generators	Environmental Protection Agency	06/18/2013	07/01/2013	08/09/2013
US		RCRA - Large Quantity Generators	Environmental Protection Agency	06/18/2013	07/01/2013	08/09/2013

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St.	Acronym	Full Name	Government Agency	Gov. Date	Accl. Date	Active Date
US	RCRA-SQG	RCRA - Small Quantity Generators	Environmental Protection Agency	06/18/2013	07/01/2013	08/09/2013
US	RCRA-TSDF	RCRA - Treatment, Storage, and Disposal	Environmental Protection Agency	06/18/2013	07/01/2013	08/09/2013
US	RMP	Risk Management Plans	Environmental Protection Agency	05/08/2012	05/23/2012	07/10/2012
US	ROD	Records Of Decision	EPA	12/18/2012	03/13/2013	04/12/2013
US	SCRD DRY-CLEANERS	State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	03/07/2011	03/08/2011	05/02/2011
US	SST8	Section 7 Tracking Systems	EPA	12/31/2009	12/10/2010	02/25/2011
US	TRIS	Toxic Chemical Release Inventory System	EPA	12/31/2009	09/01/2011	01/10/2012
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	08/14/2010	10/07/2011	03/01/2012
US	US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem (EPA	01/23/2013	01/30/2013	05/10/2013
US	US AIRS MINOR	Air Facility System Data	Environmental Protection Agency	08/24/2013	08/25/2013	08/09/2013
US	US BROWNFIELDS	A Listing of Brownfields Sites	Environmental Protection Agency	03/04/2013	03/12/2013	05/10/2013
US	US CDL	Classified Drug Labs	Environmental Protection Agency	03/14/2013	03/29/2013	05/10/2013
US	US ENG CONTROLS	Engineering Controls Sites List	Environmental Protection Agency	03/14/2013	03/29/2013	05/10/2013
US	US FIN ASSUR	Financial Assurance Information	Environmental Protection Agency	03/14/2013	03/29/2013	05/10/2013
US	US HIST CDL	National Chemical Laboratory Register	Environmental Protection Agency	09/01/2007	11/19/2008	03/30/2009
US	US INST CONTROL	Sites with Institutional Controls	Environmental Protection Agency	03/14/2013	03/29/2013	05/10/2013
US	US MINES	Mines Master Index File	Department of Labor, Mine Safety and Health, A	02/05/2013	04/18/2013	05/10/2013
CT	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protect	05/20/2013	05/21/2013	06/27/2013
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	05/01/2013	09/09/2013	07/10/2013
PA	PA MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2012	07/24/2013	08/16/2013
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	12/31/2011	07/19/2012	09/27/2012
US	Oil/Gas Pipelines	GeoData Digital Line Graphs from 1:100,000-Scale Maps	USGS			
US	Electric Power Lines	Electric Power Transmission Line Data	Resdig Strategies Corp.			
US	AHA Hospitals	Sensitive Reception: AHA Hospitals	American Hospital Association, Inc.			
US	Medical Centers	Sensitive Reception: Medical Centers	Centers for Medicare & Medicaid Services			
US	Nursing Homes	Sensitive Reception: Nursing Homes	National Institutes of Health			
US	Public Schools	Sensitive Reception: Public Schools	National Center for Education Statistics			
US	Private Schools	Sensitive Reception: Private Schools	National Center for Education Statistics			
IL	Daycare Centers	Sensitive Reception: Homes & Centers Listing	Department of Children & Family Services			
US	Flood Zones	100-year and 500-year flood zones	Emergency Management Agency (FEMA)			
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			

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

St. Acronym _____ Full Name _____ Government Agency _____ Gov. Date _____ Actvl. Date _____ Active Date _____

STREET AND ADDRESS INFORMATION

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State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

Replace Article 105.07 of the Standard Specifications with the following:

"105.07 Cooperation with Utilities. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation or altering of an existing utility facility in any manner.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting existing utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and shall take proper precautions to prevent damage or interruption of the utility and shall promptly notify the Engineer of the nature and location of said utility.

All necessary adjustments, as determined by the Engineer, of utilities not shown on the plans or not identified by markers, will be made at no cost to the Contractor except traffic structures, light poles, etc., that are normally located within the proposed construction limits as hereinafter defined will not be adjusted unless required by the proposed improvement.

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

The Contractor may make arrangements for adjustment of utilities outside of the limits of proposed construction provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any adjustments made outside the limits of proposed construction shall be the responsibility of the Contractor unless otherwise provided.

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer orally and in writing.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or nonexecution of the work, or caused by defective work or the use of unsatisfactory materials. Whenever any damage or destruction of a utility facility occurs as a result of work performed by the Contractor, the utility company will be immediately notified. The utility company will make arrangements to restore such facility to a condition equal to that existing before any such damage or destruction was done.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

City of Northlake

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

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, Use T, according to ASTM C 920.”

80334

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
 Revised: January 1, 2014

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Diesel Retrofit Deficiency Deduction

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

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

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

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

80261

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.”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: August 2, 2011

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 13.00% 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;

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
 - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the 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

GRANULAR MATERIALS (BDE)

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

“1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains.”

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

“(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75 µm) sieve shall be 2±2.”

Revise Article 1004.05(c) of the Standard Specifications to read:

“(c) Gradation. The coarse aggregate gradations shall be as follows.

Application	Gradation
Blotter	CA 15
Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18”

80303

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

Effective: January 1, 2010

Revised: April 1, 2012

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

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

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

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

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

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

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

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

80246

LRFD STORM SEWER BURIAL TABLES (BDE)

Effective: November 1, 2013

Revise Article 550.02 of the Standard Specifications to read as follows:

Item	Article Section
(a) Clay Sewer Pipe	1040.02
(b) Extra Strength Clay Pipe	1040.02
(c) Concrete Sewer, Storm Drain, and Culvert Pipe	1042
(d) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(e) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(f) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe (Note 1)	1042
(g) Polyvinyl Chloride (PVC) Pipe	1040.03
(h) Corrugated Poly vinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(i) Corrugated Polypropylene (CPP) Pipe with Smooth Interior	1040.07
(j) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe	1056
(k) Mastic Joint Sealer for Pipe	1055
(l) External Sealing Band	1057
(m) Fine Aggregate (Note 2)	1003.04
(n) Coarse Aggregate (Note 3)	1004.05
(o) Reinforcement Bars and Welded Wire Fabric	1006.10
(p) Handling Hole Plugs	1042.16
(q) Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(r) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.04

Note 1. The class of elliptical and arch pipe used for various storm sewer sizes and heights of fill shall conform to the requirements for circular pipe.

Note 2. The fine aggregate shall be moist.

Note 3. The coarse aggregate shall be wet.”

Revise the table for permitted materials in Article 550.03 of the Standard Specifications as follows:

"Class	Materials
A	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
B	Rigid Pipes: Clay Sewer Pipe Extra Strength Clay Pipe Concrete Sewer, Storm Drain, and Culvert Pipe Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes: Polyvinyl Chloride (PVC) Pipe Corrugated Polyvinyl Chloride Pipe (PVC) with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with a Smooth Interior"

Replace the storm sewers tables in Article 550.03 of the Standard Specifications with the following:

STORM SEWERS																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter in.	Type 2															
	Type 1							Fill Height: Greater than 3' not exceeding 10'								
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
10	NA	3	X	X	X	X	X	NA	1	*X	X	X	X	X	X	NA
12	IV	NA	X	X	X	X	X	II	1	*X	X	X	X	X	X	X
15	IV	NA	NA	NA	X	NA	X	II	1	*X	X	X	X	NA	X	X
18	IV	NA	NA	NA	X	X	X	II	2	X	X	X	X	X	X	X
21	III	NA	NA	NA	X	NA	NA	II	2	X	X	X	X	NA	NA	NA
24	III	NA	NA	NA	X	X	X	II	2	X	X	X	X	X	X	X
27	III	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA	NA
30	IV	NA	NA	NA	X	X	X	II	3	X	X	X	X	X	X	X
33	III	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	X	X	X	II	NA	X	X	X	X	NA	NA	X
42	II	NA	X	X	NA	X	X	II	NA	X	X	X	NA	NA	NA	NA
48	II	NA	X	X	NA	X	X	II	NA	X	X	X	NA	NA	NA	NA
54	II	NA	NA	NA	NA	NA	NA	II	NA	X	X	X	NA	NA	NA	X
60	II	NA	NA	NA	NA	NA	NA	II	NA	X	X	NA	NA	NA	NA	NA
66	II	NA	NA	NA	NA	NA	NA	II	NA	X	X	NA	NA	NA	NA	NA
72	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
78	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
84	II	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA	NA
90	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
96	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
102	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA
108	II	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
* May also use Standard Strength Clay Pipe

STORM SEWERS (Metric)																
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE																
Nominal Diameter in.	Type 1										Type 2					
	Fill Height: 1 m' and less With 300 mm minimum cover										Fill Height: Greater than 1 m not exceeding 3 m					
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP
250	NA	3	X	X	X	X	X	NA	NA	1	*X	X	X	X	X	NA
300	IV	NA	X	X	X	X	X	X	II	1	*X	X	X	X	X	X
375	IV	NA	NA	X	X	NA	X	X	II	1	*X	X	X	NA	X	X
450	IV	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
525	III	NA	NA	X	X	NA	NA	NA	II	2	X	X	X	NA	NA	NA
600	III	NA	NA	X	X	X	X	X	II	2	X	X	X	X	X	X
675	III	NA	NA	NA	NA	NA	NA	NA	II	3	X	NA	NA	NA	NA	NA
750	IV	NA	NA	X	X	X	X	X	II	3	X	X	X	X	X	X
825	III	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	NA	NA	NA
900	III	NA	NA	NA	X	X	X	X	II	NA	X	NA	NA	X	NA	X
1050	II	NA	X	X	NA	X	X	NA	II	NA	X	X	NA	X	NA	X
1200	II	NA	X	X	NA	X	X	NA	II	NA	X	NA	NA	NA	NA	NA
1350	II	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	X	NA	NA
1500	II	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	X	NA	NA
1650	II	NA	NA	NA	NA	NA	NA	NA	II	NA	X	NA	NA	X	NA	NA
1800	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
1950	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2100	II	NA	NA	NA	NA	NA	NA	NA	II	NA	NA	NA	NA	NA	NA	NA
2250	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2400	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2550	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA
2700	II	NA	NA	NA	NA	NA	NA	NA	III	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
NA This material is Not Acceptable for the given pipe diameter and fill height.
May also use Standard Strength Clay Pipe

STORM SEWERS															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 3										Type 4				
	Fill Height: Greater than 10' not exceeding 15'										Fill Height: Greater than 15' not exceeding 20'				
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
10	NA	2	X	X	X	X	NA	NA	3	X	X	X	X	NA	NA
12	III	2	X	X	X	NA	X	IV	NA	NA	X	X	X	X	NA
15	III	3	X	X	X	NA	X	IV	NA	NA	X	X	X	NA	X
18	III	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	X	NA
21	III	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	NA	NA
24	III	NA	X	X	X	NA	X	IV	NA	NA	X	X	X	NA	NA
27	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
30	III	NA	NA	NA	X	X	X	IV	NA	NA	X	X	X	NA	NA
33	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
36	III	NA	NA	NA	X	X	X	IV	NA	NA	X	X	X	NA	NA
42	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	X	NA	NA
48	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	X	NA	NA
54	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	X	X	X	NA	NA
60	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
66	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
72	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
78	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
84	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
90	III	NA	NA	NA	NA	NA	NA	IV	NA	NA	NA	NA	NA	NA	NA
96	III	NA	NA	NA	NA	NA	NA	1680	NA	NA	NA	NA	NA	NA	NA
102	IV	NA	NA	NA	NA	NA	NA	1690	NA	NA	NA	NA	NA	NA	NA
108	1360	NA	NA	NA	NA	NA	NA	1700	NA	NA	NA	NA	NA	NA	NA
1360	1360	NA	NA	NA	NA	NA	NA	1710	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
* This material is Not Acceptable for the given pipe diameter and fill height.
Note May also use Standard Strength Clay Pipe
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric)															
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE															
Nominal Diameter in.	Type 3							Type 4							
	Fill Height: Greater than 3 m not exceeding 4.5 m							Fill Height: Greater than 4.5 m not exceeding 6 m							
	RCCP	CSP	ESCP	PVC	CPVC	PE	CPE	CPP	RCCP	CSP	ESCP	PVC	CPVC	PE	CPP
250	NA	2	X	X	X	X	X	NA	3	X	X	X	X	X	NA
300	III	2	X	X	X	X	NA	X	NA	NA	X	X	X	X	NA
375	III	3	X	X	X	X	NA	X	NA	NA	X	X	X	NA	X
450	III	NA	X	X	X	X	NA	X	NA	NA	X	X	X	X	NA
525	III	NA	X	X	X	NA	NA	NA	NA	NA	X	X	X	NA	NA
600	III	NA	X	X	X	X	NA	NA	NA	NA	X	X	X	X	NA
675	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
750	III	NA	X	X	X	NA	NA	X	NA	NA	X	X	X	X	NA
825	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
900	III	NA	X	X	X	X	NA	NA	NA	NA	X	X	X	X	NA
1050	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	X	X	X	X	NA
1200	III	NA	NA	NA	NA	X	NA	NA	NA	NA	X	NA	NA	X	NA
1350	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1500	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1650	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1800	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
1950	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2100	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2250	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2400	III	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2550	IV	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2700	70	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
CSP Concrete Sewer, Storm drain, and Culvert Pipe
PVC Polyvinyl Chloride Pipe
CPVC Corrugated Polyvinyl Chloride Pipe
ESCP Extra Strength Clay Pipe
PE Polyethylene Pipe with a Smooth Interior
CPE Corrugated Polyethylene Pipe with a Smooth Interior
CPP Corrugated Polypropylene pipe with a Smooth Interior
X This material may be used for the given pipe diameter and fill height.
* This material is Not Acceptable for the given pipe diameter and fill height.
Note May also use Standard Strength Clay Pipe
RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

STORM SEWERS KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE									
Nominal Diameter in.	Type 5 Fill Height: Greater than 20' not exceeding 25'			Type 6 Fill Height: Greater than 25' not exceeding 30'			Type 7 Fill Height: Greater than 30' not exceeding 35'		
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC	CPVC
	10	NA	X	X	NA	X	X	NA	X
12	IV	X	X	V	X	X	V	V	X
15	IV	X	X	V	X	X	V	V	X
18	IV	X	X	V	X	X	V	V	X
21	IV	X	X	V	X	X	V	V	X
24	IV	X	X	V	X	X	V	V	X
27	IV	NA	NA	V	NA	NA	V	NA	NA
30	IV	X	X	V	X	X	V	V	X
33	IV	NA	NA	V	NA	NA	V	V	NA
36	IV	X	X	V	X	X	V	V	X
42	IV	X	NA	V	X	NA	V	V	NA
48	IV	X	NA	V	X	NA	V	V	NA
54	IV	NA	NA	V	NA	NA	V	V	NA
60	IV	NA	NA	V	NA	NA	V	V	NA
66	IV	NA	NA	V	NA	NA	V	V	NA
72	V	NA	NA	V	NA	NA	V	V	NA
78	2020	NA	NA	2370	NA	NA	2730	NA	NA
84	2020	NA	NA	2380	NA	NA	2740	NA	NA
90	2030	NA	NA	2390	NA	NA	2750	NA	NA
96	2040	NA	NA	2400	NA	NA	2750	NA	NA
102	2050	NA	NA	2410	NA	NA	2760	NA	NA
108	2060	NA	NA	2410	NA	NA	2770	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the D-load to produce a 0.01 in crack.

STORM SEWERS (metric)									
KIND OF MATERIAL PERMITTED AND STRENGTH REQUIRED FOR A GIVEN PIPE DIAMETERS AND FILL HEIGHTS OVER THE TOP OF THE PIPE									
Nominal Diameter in.	Type 5			Type 6			Type 7		
	Fill Height: Greater than 20' not exceeding 25'			Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'		
	RCCP	PVC	CPVC	RCCP	PVC	CPVC	RCCP	CPVC	CPVC
250	NA	X	X	NA	X	X	NA	NA	X
300	IV	X	X	V	X	X	V	V	X
375	IV	X	X	V	X	X	V	V	X
450	IV	X	X	V	X	X	V	V	X
525	IV	X	X	V	X	X	V	V	X
600	IV	X	X	V	X	X	V	V	X
675	IV	NA	NA	V	NA	NA	V	V	NA
750	IV	X	X	V	X	X	V	V	X
825	IV	NA	NA	V	NA	NA	V	V	NA
900	IV	X	X	V	X	X	V	V	X
1050	IV	X	NA	V	X	NA	V	V	NA
1200	IV	X	NA	V	X	NA	V	V	NA
1350	IV	NA	NA	V	NA	NA	V	V	NA
1500	IV	NA	NA	V	NA	NA	V	V	NA
1650	IV	NA	NA	V	NA	NA	V	V	NA
1800	V	NA	NA	V	NA	NA	V	V	NA
1950	100	NA	NA	110	NA	NA	130	NA	NA
2100	100	NA	NA	110	NA	NA	130	NA	NA
2250	100	NA	NA	110	NA	NA	130	NA	NA
2400	100	NA	NA	120	NA	NA	130	NA	NA
2550	100	NA	NA	120	NA	NA	130	NA	NA
2700	100	NA	NA	120	NA	NA	130	NA	NA

RCCP Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe

PVC Polyvinyl Chloride Pipe

CPVC Corrugated Polyvinyl Chloride Pipe

ESCP Extra Strength Clay Pipe

X This material may be used for the given pipe diameter and fill height.

NA This material is Not Acceptable for the given pipe diameter and fill height.

Note RCCP with a number instead of a Roman numeral shall be furnished according to AASHTO M170 Section 6. This number represents the metric D-load to produce a 25.4 micro-meter crack.

Revise the sixth paragraph of Article 550.06 of the Standard Specifications to read:

“PVC, PE and CPP pipes shall be joined according to the manufacturer’s specifications.”

Revise the first and second paragraphs of Article 550.08 of the Standard Specifications to read:

“**550.08 Deflection Testing for Storm Sewers.** All PVC, PE, and CPP storm sewers shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP storm sewers with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP storm sewers with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used.”

Revise the fifth paragraph of Article 550.08 to read as follows.

“The outside diameter of the mandrel shall be 95 percent of the base inside diameter. For all PVC pipe the base inside diameter shall be defined using ASTM D 3034 methodology. For all PE and CPP pipe, the base inside diameter shall be defined as the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications.”

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

“**1040.03 Polyvinyl Chloride (PVC) Pipe.** Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.”

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

“(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.

(d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written

certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements.”

Add the following to Section 1040 of the Standard Specifications:

“1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size – 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal.”

80325

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

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

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

80254

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

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

"STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable. Upon seven business days' notice, these records shall be available at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

“As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second.”

80326

PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

80328

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

80281

REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012

Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

“669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities.”

Revise Article 669.08 of the Standard Specifications to read:

“669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
 - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
 - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
 - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10^{-7} cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL."

80283

REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

“202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm).”

80319

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

80301

TRAINING SPECIAL PROVISIONS (BDE) This Training Special Provision supersedes Section 7b of the Special Provision entitled "Specific Equal Employment Opportunity Responsibilities," and is in implementation of 23 U.S.C. 140(a).

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The contractor shall furnish the trainee a copy of the program he will follow in providing the training. The contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

METHOD OF MEASUREMENT The unit of measurement is in hours.

BASIS OF PAYMENT This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

20338

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2013

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

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Materials.

Add the following to Article 1030.02 of the Standard Specifications.

“(h) Warm Mix Asphalt (WMA) Technologies (Note 3)”

Add the following note to Article 1030.02 of the Standard Specifications.

“Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, “Warm-Mix Asphalt Technologies.”

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing

by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(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.

Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

“At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix.”

Quality Control/Quality Assurance Testing.

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

Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production Note 4.	1 washed ignition oven test on the mix per day of production Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA Note 3.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	N/A	Illinois-Modified AASHTO R 35
Air Voids Bulk Specific Gravity of Gyratory Sample Note 5.	Day's production ≥ 1200 tons: 1 per half day of production Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	1 per day	Illinois-Modified AASHTO T 312
Maximum Specific Gravity of Mixture	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	1 per day	Illinois-Modified AASHTO T 209

Parameter	Frequency of Tests		Test Method See Manual of Test Procedures for Materials
	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	
	day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600 µm) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

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

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

80302

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.state.il.us/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.state.il.us/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.