### **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 <a href="http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin">http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin</a> 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@illlinois.gov

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <a href="mailto:Timothy.Garman@illinois.gov">Timothy.Garman@illinois.gov</a>.

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

☐ <b>Proposal Bid Bond</b> – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. the Proposal Bid Bond. If you are using an electronic bond, include your bid the Proof of Insurance printed from the Surety's Web Site.	The Power of Attorney page should be stapled to
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – T Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SB 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 the main page of the current letting on the day of the Letting. The stream will bids does not begin until approximately 10:30 AM.	<b>T Web Site.</b> A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the en Web page for the current letting.	nd of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
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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Proposal Submitted By
Name
Address
City

# Letting April 24, 2015

## NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Route TR 245
Project BROS-0037(062)
District 3 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:
☐ A <u>Bid</u> <u>Bond</u> is included.
☐ A <u>Cashier's Check</u> or a <u>Certified Check</u> is included
☐ An Annual Bid Bond is included or is on file with IDOT.

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

**District 3 Construction Funds** 

1.	Proposal of
	Taxpayer Identification Number (Mandatory)
	For the improvement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 87586 DEKALB County Section 13-11109-01-BR Project BROS-0037(062) Route TR 245

Project consists of the removal of two existing structures and replacing them with two new precast prestressed concrete deck beam bridges (27" depth), HMA pavement approaches, guardrail, regrading roadside ditches, and all other incidental items to complete the work, located 1 mile west of Suydam Road over West Branch of Paw Paw Run Creek and 1.5 miles west of Suydam Road over west Branch of Paw Paw Run Creek.

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents will govern performance and payments.

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount c		roposal luaranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000\$	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000\$	250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000\$	3400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000\$	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$	600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000 \$1	,000,000

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

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

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

undersigned.		sine told of the proposal guaranty officer will be foldined to the
Attach Cashier's C	heck or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover two of the proposal guaranties which would be required for each individual proposal, state below where it may be found.		
The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County	

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

6.	following combination proportion to the	BIDS. The undersigned bidder further agrees that if awarded the ation, he/she will perform the work in accordance with the requirement bid specified in the schedule below, and that the combination bid bid submitted for the same. If an error is found to exist in the gross in a combination, the combination bid shall be corrected as provide	ents of each individual contract comprisir shall be prorated against each section s sum bid for one or more of the individu										
	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											
Со	mbination No.	Sections Included in Combination	Combination Bid Dollars Cents										
7.	7. <b>SCHEDULE OF PRICES.</b> 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.	500/20-43) provid	DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Produces that a person (other than an individual acting as a sole proprietor or conduct affairs in the State of Illinois prior to submitting the bid.											
9.	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 Check box	Yes  No											
		ubcontractors with subcontracts with an annual value of more than \$ address, general type of work to be performed, and the dollar allocate 0/20-120)											

STATE JOB #- C-93-075-14 PPS NBR -

ILLINOIS DEPARTMENT OF TRANSPORTATION E SCHEDULE OF PRICES CONTRACT NUMBER - 87586

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 03/05/15 RUN TIME - 183121

PROJECT NUMBER ROUTE TR 245	UNIT PRICE TOTAL PRICE DOLLARS CTS	11		! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! !							1			! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! ! !	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
BROS-	QUANTITY	0.000	   152.000 X			2.00	6.00	30.00	21.00	60.	0.500 X	41.000 X	41.000 X	41.000 X	2,175.000 X	45.000 X
ON NUMBER	UNIT OF MEASURE	SQ YD		WNS 7	-				· \	·	ACR	 DO	1 0	0	0	
NAME   CODE   DIST   SECTION   SECTI	PAY ITEM DESCRIPTION	CONC WEARING SURF 5	GRANULAR BACKFILL STR	TRAF CONT & PROT SPL	CONSTRUCTION LAYOUT	TEMP INFO SIGNING	P UNDR FOR STRUCT 4	EARTH EXCAVATION	REM & DISP UNS MATL	FURNISHED EXCAVATION	SEEDING CL 2A	NITROGEN FERT NUTR	PHOSPHORUS FERT NUTR	POTASSIUM FERT NUTR	HD EROS CONTR BLANKET	TEMP EROS CONTR SEED
COUNTY N DEKALB	ITEM NUMBER	X5030305	5860110	010216	0013798	0030850	0046304	0200100	0201200	0400800	5000210	5000400	5000500	5000600	5100635	000250

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ECMS002 DTGECM03 ECMR003 PAGE RUN DATE. - 03/05/15 RUN TIME - 183121 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 87586

TR 245 13-11109-01-BR DEKALB

UNIT PRICE TOTAL PRICE DOLLARS CTS															
QUANTITY	41.000	1,148.000	. 00	2,175.000	8.00	960.00	. 00	798.00	9.00	. 00	7.00	00.90	3.00	1,690.000	831.000 >
UNIT OF  MEASURE	F00T	F 1004	_	ı >	<del> </del>	· >	· >	<del> </del>	\   	: S		2	NOL	SQ YD	SQ YD
PAY ITEM DESCRIPTION	EMP DITCH CHECKS	PERIMETER EROS BAR	NLET & PIPE PROTECT	TEMP EROS CONTR B	STONE RIPRAP CL A3	STONE RIPRAP CL A5	FILTER FABRIC	AGG BASE CSE A 8	AGG SURF CSE B	BIT MATLS PR CT	HMA SURF REM BUTT. UT	HMA BC IL-19.0 FG N50	HMA SC "C" N50	PAVEMENT REM	AGGREGATE SHLDS B 6
ITEM	8000305	8000400	8000500	8001100	8100105	8100109	8200200	5100700	0200900		0600982	0603082	0603310	4000100	8101500

ECMS002 DTGECM03 ECMR003 PAGE	/15	- 18312
ILLINOIS DEPARTMENT OF TRANSPORTATION	SCHEDULE OF PRICES	CONTRACT NUMBER - 87586

UNIT PRICE TOTAL PRICE DOLLARS CTS	II -														
QUANTITY		0	152.000	4.00	04.00	10	30.000	,866.000	20.0	48.	72.00	72.00		20.000	2.000
UNIT OF MEASURE	EACH	F007		no I	SQ Y		Y 08	LL	· =		L.	t t t t	EACH	EACH	EACH
PAY ITEM DESCRIPTION	REM EXIST STRUCT	PIPE CULVERT REMO	STRUCTURE EXCAVATION	CONC STRUCT	BR DECK GROOVING	CONCRETE ENCASEMENT	PROTECTIVE COAT	P P CONC DK BM 27 DP	REINF BARS, EPOXY CTD	STEEL RAILING TY SM	FUR STL PILE HP12X74	DRIVING PILES	TEST PILE ST	PILE SHOES	NAME PLATES
ITEM	50100100	0105220	0200100	00225	0300260	0300280	0300300	0400505	0800205	0901050	1201700	1202305	1203700	1204650	500100

ILLINOIS DEPARTMENT OF TRANSPORTATION ECMS(
SCHEDULE OF PRICES
CONTRACT NUMBER - 87586
RUN

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 03/05/15 RUN TIME - 183121

NUMBER	PAY ITEM DESCRIPTION	UNIT OF   MEASURE	QUANTITY	DOLLARS CENTS DOLLA	TOTAL PRICE DOLLARS CTS
54200220	P CUL CL D 1	F00T	48.000	11	
4215550	MET END SEC 15	EACH	2.000 x		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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3100167	TR BAR TRM T1 SPL TAN	EACH	8.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
200	NON SPL WASTE DIS	CU YD	50.000 x		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
7100100	MOBILIZATION	WOS	1.000 )	1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
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200200	BIDIR PRIS BAR REFL	EACH	24.000 >		t t t
000	TER	EACH	8.000		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

VOTE:

EACH PAY ITEM SHOULD HAVE A UNIT PRICE AND A TOTAL PRICE.

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. 2

IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. . B

BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. ◁ 4

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

#### I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.
- ☐ I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

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

#### A. Conflicts of Interest

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

#### B. Negotiations

Section 50-15. Negotiations.

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

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

#### C. Inducements

Section 50-25. Inducement.

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

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

#### D. Revolving Door Prohibition

Section 50-30. Revolving door prohibition.

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

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

#### E. Reporting Anticompetitive Practices

Section 50-40. Reporting anticompetitive practices.

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

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

#### F. Confidentiality

Section 50-45. Confidentiality.

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

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

#### G. Insider Information

Section 50-50. Insider information.

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

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

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

#### E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

#### F. Educational Loan

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

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

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

#### G. Bid-Rigging/Bid Rotating

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

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

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

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

#### H. International Anti-Boycott

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

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

#### I. Drug Free Workplace

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

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

#### J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appro	priate statement:
//	Company has no business operations in Iran to disclose.
//	Company has business operations in Iran as disclosed on the attached document.

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

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

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

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

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

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

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

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

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

#### M. Lobbyist Disclosure

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

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

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

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

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

		Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
	Or	
		Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
		address of person:ees, compensation, reimbursements and other remuneration paid to said person:
□lac	knc	welledge understand and accept these terms and conditions for the above certifications

#### **IV. DISCLOSURES**

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

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

#### C. <u>Disclosure Form Instructions</u>

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? 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 <u>per individual per bid</u> even if a specific individual would require a yes answer to more than one question.)

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

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

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

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

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

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
O'the Otate 7's		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

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

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

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

- **2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.
  - (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes No

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

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State
   Toll Highway Authority?
   Yes \_\_\_No \_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

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

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

**4. 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:	
Track of displace of the second of the secon	
ADDU LOADUE OTATEMENT	
APPLICABLE STATEMENT  This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Und	lor
penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of 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 the criteria that would require the completion of this Form A.	meet
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.

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Financial Related Information Disclosure

Contractor Na	ıme				
Legal Address	3				
City, State, Zi	р				
Telephone Nu	ımber		Email Address	Fax Number (if avail	able)
			s Form is required by Section 50 solicly available contract file. This		
	DISCLOSURE (	OF OTHER (	CONTRACTS AND PROCURE	MENT RELATED INF	ORMATION
has any per any other S	nding contracts (incl state of Illinois agend	luding leases cy: Yes _	ement Related Information. The s), bids, proposals, or other ongo	oing procurement rela	
	such as bid or proje		relationship by showing State o attach additional pages as nece		
		THE FOL	LOWING STATEMENT MUST	BE CHECKED	
			Signature of Authorized Representative	<del></del>	Date
			OWNERSHIP CERTIFICA	<u>ATION</u>	
	e certify that the foll of ownership.	owing stater	nent is true if the individuals for	all submitted Form A	A disclosures do not total
			erest is held by individuals recoutive income or holding less th		
	☐ Yes ☐ No	□ N/A (I)	Form A disclosure(s) established	d 100% ownership)	

#### **SPECIAL NOTICE TO CONTRACTORS**

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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

Dept. of Human Rights # \_\_\_\_\_ Duration of Project: \_\_\_\_



**PART I. IDENTIFICATION** 

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Project BROS-0037(062)
Route TR 245
District 3 Construction Funds

Name of Bidder:																		
PART II. WORKFO A. The undersigned which this contract wo projection including a	bidder hark is to be	as analyz e perform	ed mir ed, an	d for th d fema	ne locati	ions fro	m whic	h the b	idder re	cruits	employe	es, and he	reby	subm	ts the foll	owin cont	g workfo	
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	ıct						С	URRENT		-	:S
			MINORITY EMPLOYEES TRAINEES							TO BE ASSIGNED TO CONTRACT								
JOB TOTAL			WIINORITY EWIFLO			*OTHER		APPREN- ON			HE JOB		TOTAL MINORITY			RITY		
CATEGORIES	EMPL(	OYEES F	BL/ M	ACK F	HISP.	ANIC F	MIN M	OR. F	TIC M	ES F	TRA M	INEES F	_	EMPL M	OYEES F		EMPLC M	YEES F
OFFICIALS (MANAGERS)	IVI		IVI		IVI	Г	IVI	Г	IVI	Г	IVI	Г		IVI	г	-	IVI	Г
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
т	TAE OTAL Tra	BLE C	niootio	n for C	ontract				1		Г	FOR	DEPA	ARTM	ENT USE	ON	LY	
EMPLOYEES		TAL	Jectio	11101 0	Ontract		*0	ΓHER										
IN		OYEES		ACK		ANIC		NOR.	4									
TRAINING APPRENTICES	M	F	M	F	M	F	M	F	1									
ON THE JOB TRAINEES									1									
*C	thor minorit	tion are def	inad ac	Acione /	(A) or Not	ivo Amo	rioana (N	I)	_									

Note: See instructions on page 2

Please specify race of each employee shown in Other Minorities column.

BC 1256 (Rev. 12/11/07)

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Project BROS-0037(062)
Route TR 245
District 3 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

	Included in "Total Employees" under Table A is the total number of <b>new hires</b> 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.
	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 II	I. AFFIRMATIVE ACTION PLAN
	The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under <b>PART II</b> 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 <b>Illinois Department of Human Rights</b> .
	The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.
Compa	ny Telephone Number
Addres	 S
	NOTICE REGARDING SIGNATURE
	dder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs ompleted only if revisions are required.
Signatu	re: Title: Date:
Instruction	ns: 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.

### **ADDITIONAL FEDERAL REQUIREMENTS**

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

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

1.	Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES NO
2.	If answer to #1 is yes, have you filed with the Joint Reporting Committee, the Director of OFCC, any Federal agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements of those organizations? YES NO

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Project BROS-0037(062)
Route TR 245
District 3 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		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	Rusiness Address	•
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address	
	Corporate Name	
(IF A JOINT VENTURE)	•	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		Typed of printed name and the of Authorized Representative
	Attest	Observation
		Signature
	Business Address	
If more than two parties are in the joint venture, p	please attach an addit	ional signature sheet.

### **Return with Bid**



# Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under '	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(19 111 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(-3 , , , , , , , , , , , , , , , , ,
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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

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

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

# Illinois Department of Transportation

### **Return with Bid**

# Division of Highways Proposal Bid Bond

		Item No.				
		Letting Date				
(NOW ALL PERSONS BY THE	SE PRESENTS, That We					
as PRINCIPAL, and						
the amount specified in the bid	proposal under "Proposal Guaranty" i	in effect on the date of the Invitation for	of 5 percent of the total bid price, or for r Bids, whichever is the lesser sum, well s, executors, administrators, successors			
			omitted a bid proposal to the STATE OF retation Bulletin Item Number and Letting			
specified in the bidding and cor with the terms of the bidding and with good and sufficient surety prosecution thereof; or if, in the pays to the Department the diffe	ntract documents; and if, after award documents including evide for the faithful performance of such event of the failure of the PRINCIP perence not to exceed the penalty here tract with another party to perform the	by the Department, the PRINCIPAL sence of the required insurance coverage contract and for the prompt payment AL to enter into such contract and to go for between the amount specified in the	RINCIPAL shall, within the time and as shall enter into a contract in accordance es and providing such bond as specified t of labor and material furnished in the give the specified bond, the PRINCIPAL bid proposal and such larger amount for the this obligation shall be null and void,			
hen Surety shall pay the penal within such period of time, the [	sum to the Department within fiftee	n (15) days of written demand therefo ollect the amount owed. Surety is liable	as set forth in the preceding paragraph, r. If Surety does not make full payment e to the Department for all its expenses,			
n TESTIMONY WHEREOF, caused this instrument to be day of		In TESTIMONY WHEREOF, instrument to be signed by its day of	the said SURETY has caused this officer  A.D.,			
(Compa	any Name)	(Com	pany Name)			
Зу		Ву				
(Sign	ature and Title)		e of Attorney-in-Fact)			
Notary for PRINCIPAL		Notary for SURETY				
STATE OF		STATE OF				
COUNTY OF		COUNTY OF				
Signed and attested before r	ne on (date)	Signed and attested before m	ne on (date)			
(Name of	Notary Public)	(Name o	f Notary Public)			
(Seal)		(Seal)				
,,	(Signature of Notary Public)		(Signature of Notary Public)			
	(Date Commission Expires)	_	(Date Commission Expires)			
proposal the Principal is en		oid bond has been executed and	Electronic Bid Bond. By signing the the Principal and Surety are firmly			
Electronic Bid Bond ID #	Company/Bidder Nan	ne	Signature and Title			



#### **DBE Utilization Plan**

#### (1) Policy

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

#### (2) Obligation

Date

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

(3) Project and Bid Identification			
Complete the following information concerning the project and bid:			
Route	Total Bid		_
Section	Contract DBE Goal		
Project		(Percent)	(Dollar Amount)
County			
Letting Date			
Contract No.			
Letting Item No.			
(4) Assurance			
Attached are the signed participation statements, forms suse of each business participating in this plan and assuring work of the contract.  Failed to meet contract award goals and has included good provided participation as follows:  Disadvantaged Business Participation per of the contract goals should be accordingly modified or was support of this request including good faith effort. Als required by the Special Provision evidencing availability and the support of the supp	d documented participation as followers  SBE 2025, required by the Special of that each business will perform that each business will perform that each documentation to motion the second second are the signed participant use of each business participant.	al Provision evid n a commercially neet the goals ar ion required by rticipation stater	encing availability and vuseful function in the and that my company has the Special Provision in ments, forms SBE 2025,
business will perform a commercially useful function in the Company  By	The "as read" Low Bidder is red	for each project. Th	•
Title	submitted in accordance with the		ocal Let Projects

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

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency



### **DBE Participation Statement**

	•				
Subcontractor	r Registration Number		Le	etting	
Participation	Statement		Ite	em No.	
(1) Instructions			Co	ontract No.	
	st be completed for each disadvantaged busines: vith the special provision and will be attached to t n for the firm.				
(2) Work:					
Please indica	te: J/V Manufacturer	Supplier (60%)	Subcon	tractor	Trucking
Pay Item No.	Description		Quantity	Unit Price	Total
				l Total	
	yment Items (For any of the above items which a ust be sufficient to determine a Commercially Usefu				et dollar amount:
Boothpaon	active comments to determine a commencial, cools	ii r unotion, opoon	loany documents the t	von and odpooning	or donar arribarri
	ent is to be a second-tier subcontractor, or if the first t must be clearly indicated on the DBE Participat				
	DBE subcontractor second-tiers a portion of its			•	•
	orime must submit a DBE Participation Statemen				
perform a con contractor or	ned certify that the information included herein is nmercially useful function in the work of the contr 1 <sup>st</sup> Tier subcontractor. The undersigned further u	ract item(s) listed understand that r	d above and to exe no changes to this	cute a contract wit statement may be	h the prime made without
	from the Department's Bureau of Small Busines erformed on this project and the payment therefo				ation regarding
aotaa wom p	one med on the project and the payment thereof	no maor do provi	idod to the Doparti		
Sigr	nature for Contractor 1 <sup>st</sup> Tier 2 <sup>nd</sup> Tier		Signature for D	BE Firm 1 <sup>st</sup> Tier	2 <sup>nd</sup> Tier
Title		Title			
Date		Date			
Contact Pers	on	Cont	act Person		
Phone		Phor	ıΔ		
Firm Name		Firm	Nama		
Address		Addr	ess		
City/State/Zip		City/S			
		ŕ		E	
The Department of Tr	ansportation is requesting disclosure of information that is necessary to acco	mnlish the statutory purpo	ose as outlined under the stat	e and WC	
federal law. Disclosur	an spondator in sequesting obscission of information that is necessary to according to the original of the sequestion of	esult in the contract not be	ing awarded. This form has t	peen	

### PROPOSAL ENVELOPE



### **PROPOSALS**

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

Item No.	Item No.	Item No.

### Submitted By:

lame:	
address:	
Phone No.	

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

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

### **NOTICE**

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

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

### **NOTICE**

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

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Project BROS-0037(062)
Route TR 245
District 3 Construction Funds



### **SUBCONTRACTOR DOCUMENTATION**

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

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

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

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

### A. Bribery

Section 50-5. Bribery.

- (a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:
  - (1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or
  - (2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.
- (b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:
  - (1) the business has been finally adjudicated not guilty; or
  - (2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.
- (c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.
- (d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

### B. Felons

Section 50-10. Felons.

- (a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
- (b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

### C. <u>Debt Delinquency</u>

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

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

#### D. Prohibited Bidders, Contractors and Subcontractors

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

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

### E. Section 42 of the Environmental Protection Act

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

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

Name of Subcontracting Company

Authorized Officer

Date

### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

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

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

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

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

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

### C. <u>Disclosure Form Instructions</u>

### Form A Instructions for Financial Information & Potential Conflicts of Interest

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

1.	Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES NO
2.	Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YESNO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES NO
	(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4.	Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <u>per individual per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
'FS"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in

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

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

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

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

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

### ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

FOR INDIVIDUAL (type or print information)

### **DISCLOSURE OF FINANCIAL INFORMATION**

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

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

	3.	If you are currently appointed to or employed by any agency of t salary exceeds 60% of the annual salary of the Governor, are yo (i) more than 7 1/2% of the total distributable income of your corporation, or (ii) an amount in excess of 100% of the annual salary	ou entitled to receive firm, partnership, association or
	4.	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are your minor children entitled to receive (i) more than 15% in the income of your firm, partnership, association or corporation, or the salary of the Governor?	ou and your spouse aggregate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, includir previous 2 years.	ng contractual employment services  YesNo
	If	your answer is yes, please answer each of the following question	
	1.	Is your spouse or any minor children currently an officer or empl Board or the Illinois State Toll Highway Authority?	oyee of the Capitol Development YesNo
		Is your spouse or any minor children currently appointed to or er of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary ex annual salary of the Governor, provide the name of your spouse of the State agency for which he/she is employed and his/her an	appointed to or employed by any ceeds 60% of the and/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you entitled to receive (i) more than 71/2% of the total distribution, partnership, association or corporation, or (ii) an amount annual salary of the Governor?	nnual salary of the Governor, utable income of your
	4.	If your spouse or any minor children are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you and your spouse or minor children entitled to receive aggregate of the total distributable income of your firm, partner (ii) an amount in excess of two times the salary of the Governor?	nual salary of the Governor, (i) more than 15 % in the ship, association or corporation, or
(-)	<b>-</b> 1		YesNo
(C)	unit of	ve status; the holding of elective office of the State of Illinois, the glocal government authorized by the Constitution of the State of Illicurrently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previour daughter.	s 2 years; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the ca, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation is charge of that office currently or in the previous 3 years.	of the State of Illinois or the statutes
		onship to anyone holding appointive office currently or in the previous daughter.	ous 2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registere	d lobbyist of the State government. YesNo

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

3

**4. 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 Officer Date **NOT APPLICABLE STATEMENT** Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

### ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

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

## Illinois Department of Transportation

### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.mApril 24, 2015. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.
- 2. **DESCRIPTION OF WORK**. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 87586
DEKALB County
Section 13-11109-01-BR
Project BROS-0037(062)
Route TR 245
District 3 Construction Funds

Project consists of the removal of two existing structures and replacing them with two new precast prestressed concrete deck beam bridges (27" depth), HMA pavement approaches, guardrail, regrading roadside ditches, and all other incidental items to complete the work, located 1 mile west of Suydam Road over West Branch of Paw Paw Run Creek and 1.5 miles west of Suydam Road over west Branch of Paw Paw Run Creek.

- 3. INSTRUCTIONS TO BIDDERS. (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Randall S. Blankenhorn, Acting Secretary

### CONTRACT 87586

## INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

### Adopted January 1, 2015

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

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

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### **RECURRING SPECIAL PROVISIONS**

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

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Effective as of the: March 6, 2015 Letting

Pg #	1	File Name	Title	Effective	Revised
		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Dec 29, 2014
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Dec 29, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel Structures	June 30, 2003	May 18, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Dec 29, 2014
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Dec 29, 2014
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Dec 29, 2014
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Dec 29, 2014
73	Х	GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Dec 29, 2014
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Jan 3, 2014
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Jan 3, 2014
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
77	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Aug 29, 2014
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Dec 29, 2014
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Dec 29, 2014
78	X	GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Dec 29, 2014
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Dec 29, 2014
		GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
80	X	GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
82	X	GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
		GBSP 78	Bridge Deck Construction	Oct 22, 2013	April 18, 2014
		GBSP 79	Bridge Deck Grooving (Longitudinal)	Dec 29, 2014	
		GBSP 80	Fabric Reinforced Elastomeric	Aug 29, 2014	

### LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

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

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

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

File	Title	Disposition:
Name		
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73
GBSP11	Permanent Steel Sheet Piling	Replaced by GBSP74
GBSP47	High Performance Concrete Structures	Discontinued
GBSP52	Porous Granular Embankment (Special)	Replaced by GBSP76
GBSP66	Wave Equation Analysis of Piles	Discontinued

### **INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS**

LR # LR SD12 LR SD13 LR 107-2 LR 107-4 LR 108 LR 109 LR 212 LR 355-1	Pg # 83	Special Provision Title Slab Movement Detection Device Required Cold Milled Surface Texture Railroad Protective Liability Insurance for Local Lettings Insurance Combination Bids Equipment Rental Rates Shaping Roadway Bituminous Stabilized Base Course, Road Mix or Traveling	Effective Nov. 11, 1984 Nov. 1, 1987 Mar. 1, 2005 Feb. 1, 2007 Jan. 1, 1994 Jan. 1, 2012 Aug. 1, 1969	Revised Jan. 1, 2007 Jan. 1, 2007 Jan. 1, 2006 Aug. 1, 2007 Mar. 1, 2005 Jan. 1, 2002
LR 355-2 LR 400-1 LR 400-2 LR 400-3 LR 400-4 LR 400-5 LR 400-6 LR 400-7 LR 402 LR 403-1		Plant Mix Bituminous Stabilized Base Course, Plant Mix Bituminous Treated Earth Surface Bituminous Surface Plant Mix (Class B) Hot In-Place Recycling (HIR) – Surface Recycling Full-Depth Reclamation (FDR) with Emulsified Asphalt Cold In-Place Recycling (CIR) With Emulsified Asphalt Cold In Place Recycling (CIR) with Foamed Asphalt Full-Depth Reclamation (FDR) with Foamed Asphalt Salt Stabilized Surface Course Surface Profile Milling of Existing, Recycled or Reclaimed	Oct. 1, 1973 Feb. 20, 1963 Jan. 1, 2007 Jan. 1, 2008 Jan. 1, 2012 Apr. 1, 2012 Apr. 1, 2012 June 1, 2012 June 1, 2012 Feb. 20, 1963	Jan. 1, 2007 Jan. 1, 2007 Apr. 1, 2012 Jun. 1, 2012 Jun. 1, 2012 Jan. 1, 2007
LR 403-2 LR 406 LR 420 LR 442 LR 451 LR 503-1 LR 503-2 LR 542 LR 663 LR 702 LR 1000-1	84	Flexible Pavement Bituminous Hot Mix Sand Seal Coat Filling HMA Core Holes with Non-shrink Grout PCC Pavement (Special) Bituminous Patching Mixtures for Maintenance Use Crack Filling Bituminous Pavement with Fiber-Asphalt Furnishing Class SI Concrete Furnishing Class SI Concrete (Short Load) Pipe Culverts, Type (Furnished) Calcium Chloride Applied Construction and Maintenance Signs Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Emulsified Asphalt Mix Design Procedures	Apr. 1, 2012  Aug. 1, 1969 Jan. 1, 2008  May 12, 1964 Jan. 1, 2004 Oct. 1, 1991 Oct. 1, 1973 Jan. 1, 1989 Sep. 1, 1964 Jun. 1, 1958 Jan. 1, 2004  Apr. 1, 2012	Jun. 1, 2012  Jan. 1, 2007  Jan. 2, 2007  Jun. 1, 2007  Jan. 1, 2002  Jan. 1, 2002  Jan. 1, 2007  Jan. 1, 2007  Jan. 1, 2007  Jun. 1, 2007  Jun. 1, 2007  Jun. 1, 2012
LR 1000-2 LR 1004 LR 1030 LR 1032-1 LR 1102		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures Coarse Aggregate for Bituminous Surface Treatment Growth Curve Emulsified Asphalts Road Mix or Traveling Plan Mix Equipment	June 1, 2012 Jan. 1, 2002 Mar. 1, 2008 Jan. 1, 2007 Jan. 1, 2007	Jan. 1, 2007 Jan. 1, 2010 Feb. 7, 2008

### **BDE SPECIAL PROVISIONS**

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

<u>File</u> Name	<u>Pg.</u>	Special Provision Title	Effective	Revised
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		Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241		Bridge Demolition Debris	July 1, 2009	
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80310		Coated Galvanized Steel Conduit	Jan. 1, 2013	Jan. 1, 2015
80341		Coilable Nonmetallic Conduit	Aug. 1, 2014	Jan. 1, 2015
80198		Completion Date (via calendar days)	April 1, 2008	
80199		Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet		April 1, 2015
80294		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	April 1, 2014
00211		Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	lam 4 2042	
80311 80334		Concrete End Sections for Pipe Culverts Concrete Gutter, Curb, Median, and Paved Ditch	Jan. 1, 2013	Aug 1 2014
80277		Concrete Gutter, Curb, Median, and Paved Ditch  Concrete Mix Design – Department Provided	April 1, 2014 Jan. 1, 2012	Aug. 1, 2014 Jan. 1, 2014
80261		Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
80335	85	X Contract Claims	April 1, 2014	1400. 1, 2014
* 80029	86	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Jan. 2, 2015
* 80358	97	X Equal Employment Oppurtunity	April 1, 2015	Jan. 2, 2013
80265	101	X Friction Aggregate	Jan. 1, 2011	Nov. 1, 2014
80229	105	X Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329		Glare Screen	Jan. 1, 2014	July 1, 2000
80304		Grooving for Recessed Pavement Markings	Nov. 1, 2012	Aug. 1, 2014
80246	109	X Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322	111	X Hot-Mix Asphalt – Mixture Design Composition and Volumetric	Nov. 1, 2013	Nov. 1, 2014
		Requirements	,	•
80323	122	X Hot-Mix Asphalt – Mixture Design Verification and Production	Nov. 1, 2013	Nov. 1, 2014
* 80347		Hot-Mix Asphalt – Pay for Performance Using Percent Within Limits –	Nov. 1, 2014	April 1, 2015
		Jobsite Sampling		
80348	126	X Hot-Mix Asphalt – Prime Coat	Nov. 1, 2014	
80315		Insertion Lining of Culverts	Jan. 1, 2013	Nov. 1, 2013
80351		Light Tower	Jan. 1, 2015	
80336		Longitudinal Joint and Crack Patching	April 1, 2014	**************************************
* 80324	131	X LRFD Pipe Culvert Burial Tables	Nov. 1, 2013	April 1, 2015
* 80325		LRFD Storm Sewer Burial Tables	Nov. 1, 2013	April 1, 2015
80045		Material Transfer Device	June 15, 1999	Aug. 1, 2014
80342		Mechanical Side Tie Bar Inserter	Aug. 1, 2014	Jan. 1, 2015
80165		Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80337		Paved Shoulder Removal	April 1, 2014	
80349		Pavement Marking Blackout Tape	Nov. 1, 2014	
80298		Pavement Marking Tape Type IV	April 1, 2012	
80254		Pavement Patching	Jan. 1, 2010	
80352		Pavement Striping - Symbols	Jan. 1, 2015	
* 80359		Portland Cement Concrete Bridge Deck Curing	April 1, 2015	

<u>File</u> Name	<u>Pg.</u>		Special Provision Title	<b>Effective</b>	Revised
* 80353			Portland Cement Concrete Inlay or Overlay	Jan. 1, 2015	April 1, 2015
80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80343			Precast Concrete Handhole	Aug. 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80328	151	Χ	Progress Payments	Nov. 2, 2013	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	152	Χ	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt	Nov. 1, 2012	Jan. 2, 2015
			Shingles (RAS)		
80350			Retroreflective Sheeting for Highway Signs	Nov. 1, 2014	
80327	162	Χ	Reinforcement Bars	Nov. 1, 2013	
80344			Rigid Metal Conduit	Aug. 1, 2014	
* 80354			Sidewalk, Corner, or Crosswalk Closure	Jan. 1, 2015	April 1, 2015
80340			Speed Display Trailer	April 2, 2014	
80127	164	Χ	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80355			Temporary Concrete Barrier	Jan. 1, 2015	
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80356			Traffic Barrier Terminals Type 6 or 6B	Jan. 1, 2015	
20338			Training Special Provisions	Oct. 15, 1975	
80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
* 80345			Underpass Luminaire	Aug. 1, 2014	April 1, 2015
80357			Urban Half Road Closure with Mountable Median	Jan. 1, 2015	
* 80346			Waterway Obstruction Warning Luminaire	Aug. 1, 2014	April 1, 2015
80288	168	Χ	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2014
* 80302	170	Х	Weekly DBE Trucking Reports	June 2, 2012	April 2, 2015
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	171	Χ	Working Days	Jan. 1, 2002	

The following special provisions are in the 2015 Supplemental Specifications and Recurring Special Provisions:

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

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

South Paw Paw Road Section No.:13-11109-01-BR Project No.: BROS0037(062)

> Contract No.: 87586 Dekalb County

### STATE OF ILLINOIS

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction, Adopted January 1, 2012", the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of TR Route 245, Section 13-11109-01-BR, in DeKalb County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **CONTRACT NO. 87586**

### **LOCATION OF PROJECT**

The project is located on South Paw Paw Road between East Paw Paw Road and Goble Road, beginning just west of the west branch of Paw Paw Run and ending just east of the east branch of Paw Paw Run. The total net length of the project is 855.0 feet and the total gross length of the project is 1,863.5 feet for the reconstruction of the two Paw Paw Run bridge crossings in the Township of Paw Paw, DeKalb County.

### **DESCRIPTION OF PROJECT**

The work consists of removing and replacing the two existing bridge structures crossing the east and west branches of Paw Paw Run along South Paw Paw Road, removing and replacing hot-mix asphalt pavement as necessary along the bridge approaches, installing new guardrail, regrading roadside ditches as necessary, and other miscellaneous items to be constructed along the length of the project in accordance with the Drawings, Standard Specifications, and these Special Provisions for furnishing all labor, materials, equipment, and other incidentals necessary for completion of the project.

### **EMBANKMENT**

Effective July 1, 1990; (Revised January 1, 2007)

This work shall be performed in accordance with Section 205 of the Standard Specifications except that the embankment material shall not be placed and compacted at moisture contents in excess of 110 percent of optimum moisture unless authorized, in writing, by the Engineer.

Topsoil material shall not be placed in the embankment within 12 in. (300 mm) of high type base and surface courses.

### AGGREGATE SURFACE COURSE, TYPE B

Effective January 1, 2007

Add the following to Article 402.07 of the Standard Specifications:

South Paw Paw Road Section No.:13-11109-01-BR Project No.: BROS0037(062)

Contract No.: 87586 Dekalb County

The top layer shall be given a final rolling with a roller meeting the requirements of Article 1101.01.

### AGGREGATE SHOULDERS, TYPE B-RAP

Effective February 23, 1998; (Revised March 1, 2007)

The use of reclaimed asphalt pavement (RAP) as Aggregate Shoulders, Type B or Aggregate Wedge Shoulder, Type B is not allowed on this project.

Remove Note 1 from Article 481.02(b) RAP Material.

### NON-SPECIAL WASTE DISPOSAL

<u>Description</u>. This work shall consist of removing excess excavated soil off the project site to a Clean Construction Demolition Debris (CCDD) facility or a Landfill.

<u>Construction Requirements</u>. A solid waste classification for disposal of excess soil from the project was conducted, prepared by Testing Service Corporation, titled Potentially Impacted Property Evaluation, and hereby referred to as the Report is included in the special provisions. Per the Report, the excess soil to be generated from this project was found to be uncontaminated. The LPC-663 form certifying that all soil from the Potential Impacted Properties (PIP) and Non-PIP locations are uncontaminated, is included in the Report.

In the event that a load is rejected by a CCDD facility, it shall be disposed of according to Article 669 of the IDOT Standard Specifications for Road and Bridge Construction except as modified in this special provision.

<u>Method of Measurement</u>. Rejected loads will be measured for payment in cubic yards based on the volume placed in the truck. The Contractor and Engineer shall agree to the measurement before the truck is unloaded. If the truck is unloaded before the Engineer can verify the measurement, that truck load will not be measured for payment and shall be disposed of according to Article 669.

No additional measurements are required for loads accepted by the CCDD facility.

Basis of Payment. Rejected loads will be paid for at the contract unit price of NON-SPECIAL WASTE DISPOSAL, which shall constitute full payment for hauling, storing, and testing required by the landfill or DeKalb County, transportation, additional safety consideration, equipment, labor and disposal fees. Any additional requirements of Article 669 shall not be measured for payment and are included in the cost of NON-SPECIAL WASTE DISPOSAL. The quantities included for NON-SPECIAL WASTE DISPOSAL are for bidding purposes only. Actual quantities will be determined during construction. In the event the final quantity varies from the bid quantity the CONTACTOR will be paid only for the actual quantity used at the bid unit price.

If the load is accepted by the CCDD facility, no addition payment is required, and cost is included in the various excavation pay items.

### TRAFFIC CONTROL PLAN

(Revised July 29, 2014)

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

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Special attention is called to the following sections of the Standard Specifications, the Highway Standards, and the special provisions relating to traffic control:

Standard Specifications:

Section 701 - Work Zone Traffic Control and Protection Section 1106 – Work Zone Traffic Control Devices

ERRATA Standard Specifications for Road and Bridge Construction

Supplemental Specifications:

Section 701 – Work Zone Traffic Control and Protection Section 1106 – Work Zone Traffic Control Devices

Highway Standards:

BLR 22-7 701901

In addition, the following also relate to traffic control for this project:

SPECIAL PROVISIONS
Contractor Access
Temporary Information Signing

TRAFFIC CONTROL SURVEILLANCE: In addition to the Standard Specifications for Article 701.10 Surveillance, this item will be required when Traffic Standard BLR 22-7 is in place. This Surveillance to be included in the cost of TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

### **CONTRACTOR ACCESS**

(Revised August 15, 2005; Revised January 1, 2008)

At road closure locations where Type III barricades are installed in a manner that will not allow contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be altered, when approved by the Engineer, in the manner shown on Highway Standard 701901 for Road Closed to Through Traffic. "Road Closed" signs (R11-2), supplemented by "Except Authorized Vehicles" signs (R3-l101), shall be mounted on both the near right and the far left barricade(s). At the end of each work day, the barricades shall be returned to their in-line positions. This work will not be paid for separately, but shall be included in the associated traffic control pay items.

Additional barricades, drums or cones, required by the Engineer to control traffic when relocation for contractor access is used, will not be paid for separately, but shall be included in the associated traffic control pay items.

### TEMPORARY INFORMATION SIGNING

Effective: September 24, 2013

<u>Description.</u> This work shall consist of the furnishing, installation, maintenance, and removal of temporary information signs.

<u>Materials.</u> Materials shall be according to the applicable portions of Section 701 of the Standard Specifications and as shown on the plans.

<u>Construction Requirements.</u> The temporary information signs shall be in place at least one week prior to the beginning of construction activities that impact traffic flow and shall remain in place until the completion of the project. If all lanes are open for an extended period of time during the

South Paw Paw Road Section No.:13-11109-01-BR Project No.: BROS0037(062) Contract No.: 87586

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project, such as a winter shutdown, the Contractor shall cover the signs until lane closures resume.

Signs shall be installed according to the requirements of Section 701.

<u>Method of Measurement:</u> This work will be measured for payment in square feet in place. The auxiliary sign panel will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot for TEMPORARY INFORMATION SIGNING.

### TRAFFIC CONTROL AND PROTECTION (SPECIAL)

South Paw Paw Road shall be closed to traffic within the project limits as indicated in the plans and as described herein. Local access to properties along South Paw Paw Road, including field access located between the two bridges in the project corridor, shall be maintained at all times. The roadway shall be re-opened to traffic no later than November 20, 2015. All work shall be completed in accordance with the special provision for Working Days.

Access to the fields between the two structures shall be maintained at all times during construction.

Road closure information signing shall be installed as shown in the plans one week prior to the closing of South Paw Paw Road. The Contractor shall notify the Village of Paw Paw and the DeKalb County Highway Department two weeks in advance of closing the road. The Contractor should take particular note of the applicable portions of Article 107.09 of the Standard Specifications. All signs shall be post mounted in accordance with Standard 720001 and Standard 720006.

Placement and maintenance of all traffic control devices shall be in accordance with the applicable parts of Section 701 of the Standard Specifications, the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, special details, and Highway Standards contained herein.

All traffic control and protection will be measured for payment on a lump sum basis for furnishing, installing, maintaining, replacing, relocating, and removing the traffic control devices required in the plans and these Special Provisions.

<u>Basis of Payment</u>: All traffic control and protection will be paid at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL), which price shall be payment in full for the temporary detour and all labor, materials, transportation, handling, and incidentals necessary to furnish, install, maintain, replace, relocate, and remove all traffic control indicated in the plans and specifications. The salvage value of the materials removed shall be reflected in the bid price for this item.

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### **FURNISHED EXCAVATION**

Effective: July 1, 1990 Revised: January 1, 2007

This work shall consist of excavating, hauling, and placing suitable materials obtained from locations approved by the Engineer from outside the limits of the right of way.

The embankment shall be constructed according to Section 205 of the Standard Specifications except that the embankment material shall not be placed and compacted at moisture contents in excess of 110 percent of optimum moisture unless authorized in writing by the Engineer.

The final surface of all embankment areas shall be seeded. The top 4 in. (100 mm) of the seeded areas shall be vegetation sustaining soil subject to the approval of the Engineer. The cost of shaping the slopes and providing vegetation sustaining soil will not be paid for separately but shall be included in the cost of FURNISHED EXCAVATION.

Method of Measurement. Furnished excavation will be measured per cubic yard (cubic meter) and shall be measured by truck volume methods at the point of unloading. The Engineer and the Contractor shall agree upon the volume of each truck before hauling begins.

Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for FURNISHED EXCAVATION.

### HOT-MIX ASPHALT MIXTURE IL-19.0FG (BMPR)

Effective: December 1, 2009 Revised: December 6, 2010

<u>Description</u>. This work shall consist of constructing fine graded hot-mix asphalt (HMA) binder course with an IL-19.0FG mixture. Work shall be according to Sections 406, 407 and 1030 of the Standard Specifications, except as modified herein.

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

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA 1, FA 2, FA 20, or FA 21. For mixture IL-19.0FG, the fine aggregate fraction shall consist of at least 67 percent manufactured sand meeting FA 20 gradation. The manufactured sand shall be stone sand, slag sand, steel slag sand, or combinations thereof."

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

"High ESAL, MIXTURE COMPOSITION (% PASSING) 1/							
Sieve	IL-19	0.0FG					
Size	min	max					
1 1/2 in (37.5 mm)							
1 in. (25 mm)		100					
3/4 in. (19 mm)	90	100					
1/2 in. (12.5 mm)	69	89					
3/8 in. (9.5 mm)							
#4 (4.75 mm)	45	60					
#8 (2.36 mm)	30	45					
#16 (1.18 mm)	20	35					
#30 (600 μm)							
#50 (300 μm)	8	15					
#100 (150 μm)	6	9					
#200 (75 μm)	3.5	5.5					
Ratio Dust/Asphalt Binder		1.0					

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

"VOLUMETRIC REQUIREMENTS High ESAL									
	Voids in the (VMA), % minimun	Voids Filled with Asphalt Binder							
Ndesign	IL-25.0	IL-19.0	IL-19.0FG	IL-12.5	IL-9.5	(VFA),%			
50	12.0	13.0	13.5	14.0	15	65 - 78			
70						65 - 75			
90									
105									

 $\frac{Quality \ Control/Quality \ Assurance \ (QC/QA)}{1030.05(d)(4) \ to \ read:}. \qquad \text{Revise the second table in Article}$ 

DENSITY CONTROL LIMITS						
Mixture Composition	Parameter	Individual Test				
IL-9.5, IL-12.5	N ≥ 90	92.0 - 96.0 %				
IL-9.5, IL-9.5L, IL-12.5	N < 90	92.5 - 97.4 %				
IL-19.0, IL-19.0FG, IL-25.0	N ≥90	93.0 - 96.0 %				
IL-19.0, IL-19.0FG, IL-19.0L, IL-25.0	N < 90	93.0 - 97.4 %				
All Other	N = 30	93.0 - 97.4 %				

1/ 92.0 % when placed as first lift on an unimproved subgrade.

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

Mixture IL-19.0FG will be paid for at the contract unit price per ton (metric ton) for HOT-MIX ASPHALT BINDER COURSE, IL-19.0FG, of the Ndesign specified.

Mixture IL-19.0FG in which polymer modified asphalt binders are required will be paid for at the contract unit price per ton (metric ton) for POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-19.0FG, of the Ndesign specified."

South Paw Paw Road Section No.:13-11109-01-BR Project No.: BROS0037(062) Contract No.: 87586

Dekalb County

### **GRANULAR MATERIALS**

Effective: November 26, 2013

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  $\mu$ m) 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, and Bedding	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
Trench Backfill and Bedding for Pipe Culverts and Storm Sewers	CA 6, CA 7 <sup>1</sup> /, CA 9, CA 10, CA 11 <sup>1</sup> /, CA 12, CA17, CA18, and CA 19

1/ For gradations CA 7 or CA 11, lifts may exceed 8 inches (200mm) in depth provided the material is seated to the satisfaction of the Engineer.

# STRUCTURE GEOTECHNICAL REPORT PROPOSED BRIDGE REPLACEMENTS SOUTH PAW PAW ROAD OVER PAW PAW RUN CREEK DEKALB COUNTY, ILLINOIS

S.N. 019-5517 AND 019-5518

PREPARED FOR: STRAND ASSOCIATES, INC. 1170 SOUTH HOUBOULT ROAD JOLIET, ILLINOIS 60431

PREPARED BY:
TESTING SERVICE CORPORATION
650 D PEACE ROAD
DEKALB, ILLINOIS 60115
815.748.2100

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### II. APPENDIX

# STRUCTURE GEOTECHNICAL REPORT PROPOSED BRIDGE REPLACEMENTS SOUTH PAW PAW ROAD OVER PAW PAW RUN CREEK DEKALB COUNTY, ILLINOIS

S.N. 019-5517 AND 019-5518

### 1.0 INTRODUCTION

This report presents results of a subsurface investigation performed for the proposed South Paw Paw Road Bridge Replacements over Paw Paw Run Creek in DeKalb County, Illinois. These geotechnical engineering services have been provided in accordance with Testing Service Corporation (TSC) Proposal Number 53,404R dated August 28,2014 and the Agreement for Professional Services between Strand Associates, Inc. and TSC dated October 28, 2014.

Two (2) existing, single-span bridges will be replaced on South Paw Paw Road in unincorporated DeKalb County, Illinois. The bridges cross the west and east branches of Paw Paw Run Creek, and are located between East Paw Paw Road on the west and Goble Road on the east. The single-span bridges were constructed in 1965. They accommodate two lanes of traffic. Each existing bridge has a length of 51' 4½" back-to-back of abutments and width of 26' (out to out). The bridge abutments are skewed at a 15 degree angle.

The proposed new bridge structures each have a proposed length of 61' 91/8" back-to-back abutments, and new width of 24'. The new abutments are proposed to be supported on pile foundations. It appears that proposed top of bridge deck grades will be up to approximately 1 foot above existing grade. Ground surface slopes are expected to be 2H:1V and are not expected to be any steeper than existing.



## 2.0 SITE DESCRIPTION AND GEOLOGY

The project site is located in unincorporated southwest DeKalb County to the southwest of the Village of Paw Paw. The bridges lie in the eastern half of Section 19 of Paw Paw Township (T 37 N, R 3 E). South Paw Paw Road crosses the western creek approximately 1800' feet east of East Paw Paw Road, and the eastern bridge crosses the eastern branch of Paw Paw Run Creek approximately 600 feet west of Goble Road.

According to the Illinois State Geological Survey, the proposed bridges are not located over any mapped mines. Geologically, the project site lies within the Glacial Deposits of the Wedron Group, placed during the Wisconsinan Glacial Episode. The Wedron Group deposits primarily consist of silty till with occasional sand and gravel layers. Primarily Dolomite and Sandstone Bedrock of Ordovician System Prairie Du Chien Group is estimated to be overlain by about 300 feet of feet of overburden in the site vicinity.

# 3.0 SUMMARY OF WORK PERFORMED

A total of four (4) structure borings were drilled for the proposed bridge replacements, two (2) for each bridge. The borings were drilled at the following approximate locations expressed relative to the existing bridges. The ground surface elevations at each boring are also shown below.

Boring	Bridge	Location	Ground Surface
			Elevation
1	West Branch	North side of road, west of West Abutment	762.2
2	West Branch	South side of road, east of East Abutment	761.7
3	East Branch	South side of road, west of West Abutment	752.8
4	East Branch	North side of road, east of East Abutment	752.9



Reference is made to the appended Location Plan showing the specific boring locations.

Each of the soil borings was drilled to a depth of 75 feet below existing grade. The borings were drilled and samples tested in accordance with currently recommended American Society for Testing and Materials specifications. The borings were sampled at 2½-foot intervals to a depth of 30 feet and at no greater than 5-foot intervals thereafter. Soil sampling was performed in conjunction with the Standard Penetration Test (SPT), for which driving resistance to a 2" split-spoon sampler (in blows per 6" interval) provides an indication of the relative density of granular materials and consistency of cohesive soils. The relative density of silt ad granular soils is typically described by the "N" value, calculated as the sum of the blows for the 2<sup>nd</sup> and 3<sup>rd</sup>, 6-inch driving intervals. It should be noted that the SPT samples were obtained using an automatic hammer which has relatively high energy.

All soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the AASHTO and Unified Soil Classification System. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength was obtained for all inorganic native clay soils using a calibrated pocket penetrometer, with actual measurements of unconfined compressive strength being performed for intact clay samples. Water level readings were taken during and following completion of drilling operations, with the boreholes immediately backfilled with bentonite grout so as to not to pose a hazard to the public.

For classification purposes and to verify field identifications, an Atterberg Limits test and a combined sieve/hydrometer grain size analysis was performed on a representative soil sample collected from 43.5 to 45.0 feet in Boring 4. Results of these tests are summarized on the Soil Test Data Sheet which is included in the Appendix.

Reference is made to the boring logs in the Appendix of this report which indicate subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Soil Test Data sheets are attached showing results of laboratory testing. Definitions of descriptive terminology are also enclosed. While strata changes are shown as a definite line on the boring logs, the actual transition between soil layers may be more gradual.



# 4.0 DISCUSSION OF RESULTS

Fill materials were found at the surface of all of the borings, extending to depths of 3 to 5 feet below existing grade. The fill materials were miscellaneous in nature, often described as a mixture or a combination of silty clay, topsoil and silty sand and gravel material with occasional cobbles. The cohesive fill samples had unconfined compressive strengths ranging from 0.5 to 4.5 tons per square foot (tsf), dry unit weights ranging from 93 to 122 pounds per cubic foot (pcf) and moisture contents of 10 to 29 percent.

Presumably native topsoil deposits were encountered below the existing fill materials in Borings 3 and 4, extending 7 to 9 feet below existing grade. Organic clay was found below the topsoil in Boring 4, extending to a depth of approximately 10 feet below existing grade. Samples of the topsoil/organic clay material exhibited unconfined compressive strengths of 0.5 to 1.25 tsf at moisture contents of 27 to 36 percent.

Stiff to tough, native silty clays of medium to relatively high plasticity were found below the fill/topsoil in Borings 1-3, extending 8 feet below existing grade. These A-7-6 clays (AASHTO classification) had unconfined compressive strengths ranging from 0.75 to 2.0 tsf at moisture contents of 24 to 27 percent.

Loose to firm sand to sand and gravel deposits were encountered at depths of 8 to 10 feet in the borings, extending to depths of 10 to 15 feet below existing grade. These deposits were often described as silty or clayey. These granular to loamy materials had Standard Penetration Test N values ranging from 5 to 17 blows per foot (bpf).

Stiff to hard, silty, very silty and/or sandy clays, often interbedded with firm silt and sand layers, were encountered at depths of 10 to 15 feet, extending to the boring completion depth of 75 feet in Borings 1 and 2 and to a depth of 68 feet in Borings 3 and 4. These A-4, A-6 and/or A-7-6 deposits were typified by unconfined compressive strengths ranging from 1.0 to 5.0 tsf at moisture contents between 10 and 25 percent. Relatively thick interbedded sand and silt layers were sampled between depths of 25 and



38 feet in Borings 1, 2 and 4. These deposits were described as silty sands, clayey silts and sandy silts. They exhibited N values of 15 to 27 bpf, characterizing them as firm. It should be noted that cobbles were often noted by the driller throughout the borings.

An Atterberg Limits determination and a combined sieve/hydrometer grain size analysis were performed upon a sample of stiff silty clay collected from 43.5 to 45.0 feet in Boring 4. These tests revealed a Liquid Limit of 22 percent, a Plastic Limit of 13 percent and a Plasticity Index of 9. The sample was found to be 33 percent sand, 48 percent silt and 19 percent clay, yielding an Illinois Department of Transportation (IDOT) textural classification of "Loam". It had an AASHTO classification of A-4(3) and a Unified Classification of CL. The in-place moisture content of this soil was 14.7 percent, resulting in a Liquidity Index of 0.19. The in-situ unconfined compressive strength was 0.75 tsf and the N value was 6 bpf. These results can also be seen on the boring log and Soil Test Data sheet attached.

Loose to firm silty sand, clayey sand and gravel and clayey silt deposits with occasional cobbles were encountered at a depth of 68 feet in Borings 3 and 4, extending to the boring completion depth of 75 feet in Boring 3 and to a depth of 74 feet in Boring 4. These loamy to granular deposits exhibited N values of 9 to 27 bpf. Hard silty clay was encountered in Boring 4 at 74 feet, extending to the boring completion depth of 75 feet.

Free water was encountered while drilling the borings at depths of 9.5 to 10.5 feet below existing grade. Upon completion of drilling, water levels dropped to depths of 13 to 52 feet in Borings 1, 2 and 4. Drilling mud was introduced into the borehole as part of drilling operations at Boring 3, making subsequent water level readings of dubious value at that boring.



# 5.0 CONCLUSIONS AND RECOMMENDATIONS

### 5.1 Seismic Considerations

The Spectral Acceleration values are expressed as a fraction of gravity based on 7 percent probability of exceedance in 75 years. In accordance with Appendix 3.15.A of the IDOT Bridge Manual and the LRFD Code, the following is a summary of seismic information:

Seismic Performance Zone (SPZ): 1

Design Spectural Acceleration at 1.0 sec (S<sub>D1</sub>): 0.092

Design Spectural Acceleration at 0.2 sec (Sps): 0.161

Soil Site Class: D

#### 5.2 Scour Potential

It is understood that scour elevations for design will be equal to the proposed bottom-of-pile-cap elevations of 756.7 and 747.94 at the west and east bridges, respectively. Therefore, scour is not a factor for pile design.

#### 5.3 Pile Foundations

The new bridge structures will be identical, each consisting of a single-span with a greater length than the existing single spans they are replacing, 61' 91/8" versus 51' 41/2" back to back abutments. The new bridges will be of similar widths, or will be slightly narrower than existing. The existing bridge abutments are currently supported by driven timber pile type foundations. Both bridges have a 15° skew going northwest to southeast. The proposed bridge abutments are to be supported by metal shell (MS) piles or steel H-piles.

The estimated pile lengths for the bridge abutments are summarized in the following table. It is understood that, preliminarily, it appears that a Factored Resistance Available ( $R_F$ ) 120 kips per pile is



desired. Three (3) typical pile sections have been evaluated for the anticipated 120 kips  $R_{\rm F}$  value. In addition, some slightly higher values of  $R_{\rm F}$  of 130 and 140 kips have been provided in the event that somewhat higher capacities are needed after completion of bridge design.

# West Bridge, West Abutment (Boring 1)

		Factored Resistance Available (kips)							
Pile Design	ation _	120 130 140							
File Design	ation	Nominal Required Bearing (kips)							
		218	245						
Metal Shell	Dan-46 /#\	22							
14" φ w/ 0.312" walls	Depth (ft)	33	33	33					
HP 10 x 57	Depth (ft)	52	N/A	N/A					
HP 12 x 53	Depth (ft)	43	48	51					

# West Bridge, East Abutment (Boring 2)

		Factored Resistance Available R <sub>F</sub> (kips)							
Pile Design	ation	120	120 130 140						
r lie Desigli	ation	No	Nominal Required Bearing R <sub>N</sub> (kips)						
		218	236	245					
Metal Shell	Danth (ft)	25							
14" φ w/ 0.312" walls	Depth (ft)	35	38	41					
HP 10 x 57	Depth (ft)	67	N/A	N/A					
HP 12 x 53	Depth (ft)	56	63	67					



# East Bridge, West Abutment (Boring 3)

		Factored Resistance Available R <sub>F</sub> (kips)							
Pile Design	ation	120 130 140							
i ne besign	ation	Nominal Required Bearing R <sub>N</sub> (kips)							
		218	218 236						
Metal Shell	Length (ft)	28	30	32					
14" φ w/ 0.312" walls			00	32					
HP 10 x 57	Length (ft)	52	N/A	N/A					
HP 12 x 53	Length (ft)	43	48	52					

# East Bridge, East Abutment (Boring 4)

		Factored Resistance Available R <sub>F</sub> (kips)							
Pile Design	ation	120 130 140							
The Design	ation	Nominal Required Bearing R <sub>N</sub> (kips)							
	111111111111111111111111111111111111111	218	236	245					
Metal Shell	Longth (ft)	27	40						
14" φ w/ 0.312" walls	Length (ft)	37	42	46					
HP 10 x 57	Length (ft)	69	N/A	N/A					
HP 12 x 53	Length (ft)	60	67	69					

N/A Not Applicable, as a Maximum R<sub>F</sub> of only 120 kips can be recommended (based on Boring 4)

The above estimated pile lengths are being provided for contract estimates. They were estimated using the Modified IDOT Static Method and the soil revealed by the borings. The actual pile lengths should be determined during installation based on resistance to driving criteria. It should be noted that the lengths are given from bottom of pile cap elevation. Since the piles will likely extend one-foot into the pile cap, an extra foot should be added to the depths to estimate pile length.

It should be noted that 12" MS piles and 14" MS piles with 0.25" walls were also evaluated for the proposed bridges. However, due to anticipated hard drilling in a hard clay layer at a depth of



approximately 30 feet below bottom of pile cap elevation in Boring 1, these piles would might not achieve the required Factored Resistance Available ( $F_f$ ) values of 120 kips without damaging the pile. In addition, HP sections 8 x 36 and 10 x 42 were also evaluated. However, these did not reach the requested 120  $R_F$  value at the bottom of Boring 4.

It is recommended that at least one test pile be driven at each substructure prior to ordering piles for production driving. The test piles are normally driven to 110 percent of the Nominal Required Bearing shown on the plans.

The driving equipment should be selected so that the piles can be driven to the required Nominal Required Bearing value at an adequate final penetration resistance and without inducing pile stresses that exceed allowable values. Once the driving equipment has been selected, a wave equation analysis may be performed to further evaluate pile driveability which is to ultimately be confirmed during the driving of test piles. Dynamic pile testing may also be performed during test pile driving operations to more accurately assess the capacity being achieved by the piles (nominal driven bearing) and to establish the driving criteria.

Our borings often encountered cobbles as well as hard glacial till layers. From a constructability point of view, it is our opinion that the H Piles are a better foundation type versus the 14" diameter Metal Shell (MS) piles. If it is decided that MS piles will be used, then it is recommended that they be outfitted with driving points (shoes).

The proposed grades are generally expected to be no more than about 1 foot above existing grade. Therefore, it is our opinion that soil settlement adjacent to the pile will be neglible and Negative Skin Friction ("down drag") will not be a factor. Thus, negative skin friction was not included in the analysis provided above.

With regard to foundation settlement, it is our opinion that pile supported foundations will experience less than ½ inch of settlement.

Proposed Bridge Replacements DeKalb County, Illinois L-82,481 - January 13, 2015

TEO

# 6.0 CLOSURE

It is recommended that full-time testing and observation services be provided by Testing Service Corporation personnel during pile driving and bridge construction.

The analysis and recommendations submitted in this report are based upon the data obtained from the four (4) soil borings performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these boring or cores or elsewhere on the site, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

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

Respectfully submitted,

**TESTING SERVICE CORPORATION** 

Prepared by:

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Senior Geotechnical Engineer

Steven R. Koester

Registered Professional Engineer

level for

Illinois No. 062-049549

# **APPENDIX**

UNIFIED CLASSIFICATION CHART

AASHTO CLASSIFICATION CHART

LEGEND FOR BORING LOGS

**BORING LOGS** 

SOIL TEST DATA (1)

SOIL DATA SHEET (1)

**BORING LOCATION PLANS** 

# TESTING SERVICE CORPORATION UNIFIED CLASSIFICATION CHART

-				THE OCASSITION CHART		
average and a second				HOUP SYMBOLS AND		SOIL CLASSIFICATION
	GROUF	NAMES	USING LAB	DRATORY TESTS <sup>0</sup>	GROUP SYMBOL	GROUP NAME b
200	GRAVELS More than 50%		N GRAVELS			Well graded gravel
SOILS on No. 2	of coarse fraction retained on		on 5% esc	$C_{\rm U}$ <4 and/or $\rm i > C_{\rm c} > 3$ $\rm e$	GP	Poarly graded gravel f
417	No. 4 sieve	1	LS WITH	Fines closeify as ML or MH	GM	Silty gravel f,g,h
SRAINED retained sleve		12% fl	More than nesc	Fines classify as CL or CH	6 C	Clayey gravel f,g,h
1 %	SANDS 50 % or more	CLEAN SANDS Less than 5 %		C <sub>U</sub> ≥ 6 and 1 ≤ C <sub>C</sub> ≤3 °	sw	Well-groded sand !
ARSE 1 50'	of coorse	fines d		Cu < 6 and/or 1 > Cc > 3 %	ŜР	Poorly graded sand
COA ore than	fraction passes No. 4		WITH FINES	Fines classify as ML or MH	SM	Sitty sond q,h,f
ű.	sleve		nesd /o	Fines classify as CL or CH	s c	Clayey sand g,h,!
200	SILTS & CLAYS	Inorganic	PI	>>7 and plots on or above "A" line j	CL	Leon clay k,1,m
o l	Liquid limit less than 50%		PI < 4 or plats below "A" line }		ML	Silt k,i,m
INED SOILS ssed the Nieve		Organic	Liqui Liqui	d limit - oven dried < 0.75	OL	Organic clay k,i,m,n Organic sìit k,i,m,a
FINE-GRAINED or more passed t	SILTS & CLAYS	Inorganic	PIph	ots on or above "A" line	СН	Fat clay <sup>k,l,m</sup>
%	Liquid limit 50 % or more		PI pl	ots below "A" line	мн	Elastic sill k,1,m
500		Organic	Liguio Liquio	он	Organic ctay k,I,m,p Organic sift k,I,m,q	
Highly o	organic soits	Primarily	er,dark in color, and organic odor	PT	Peol	

10

20

30

e.  $C_U = D_{60}/D_{10} - C_c = \frac{(D_{30})^2}{D_{10} \times D_{60}}$ f. If soil contains  $\geq 15\%$  sond, add with sand to group name, g. If fines classify as CL-ML juse dual symbol GC - 6M, SC-SM, h. If fines are arganic, add with organic fines to group name, it soil contains  $\geq 15\%$  gravel, add with gravel to group name.

60

OA 08 40 CH. (PI) ND EX PLASTICITY N MH OR OH S. 10 ML OR OL

LIMIT

(LL)

70

80

90

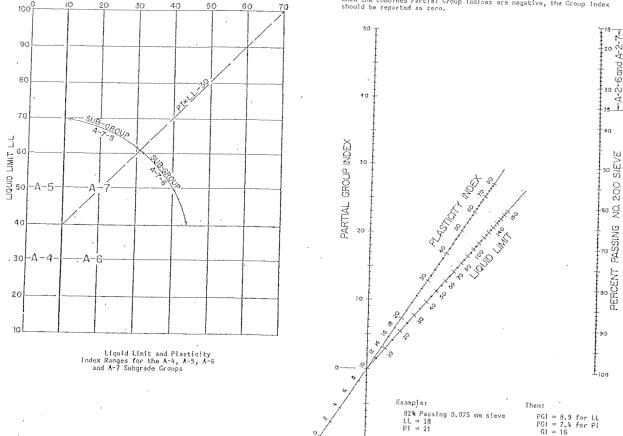
# TESTING SERVICE CORPORATION AASHTO CLASSIFICATION CHART

PLASTICITY INDEX PT

Group index (GI)  $\simeq$  (F-35)(0.2+0.005 (LL-40)]+0.01(F-15)(Pi-10) where F  $\simeq$  9 Passing 0.075 km sieve, LL  $\simeq$  Liquid Limit, and Pl  $\simeq$  Plasticity index

When working with A-2-6 and A-2-7 subgroups the Pertial Group Index (PG) is determined from the PI only.

When the combined Partial Group ladices are negative, the Group Index should be reported as zero.

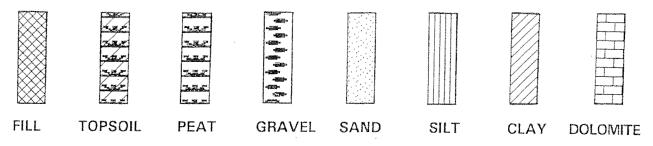


# AASHTO SOIL CLASSIFICATION SYSTEM

General Classification			(35% or	Silt-Clay Materials (more than 35% passing No. 200)							
		1-1		- Chromosophilips	A	-2					A-7
Group Classification .	A-1-a	A-1-b	A-3	A-2-4	A-2-5	A-2-6 A-2-7		A-4	A-5	A-6	A-7-5, A-7-6
Sieve analysis, % passing: No. 10 No. 40 No. 200	50 max 30 max 15 max	50 max 25 max	51 min 10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of frac- tion passing No. 40: Liquid limit Plasticity index	6 max Stone fragments, grayel and sand		N.P.	40 max 10 max	41 min 10 max	40 max 11 min	41 min 11 min	40 max 10 max	1 2 21122		41 min 11 min†
Usual types of signifi- cant constituent ma- terials			Fine sand	Silty	or clayey g	ravel and s	and	Silty	soils	Clayey soils	
General rating as sub- grade	ing as sub- Exce							Fair to poor			

# TESTING SERVICE CORPORATION

# LEGEND FOR BORING LOGS



#### SAMPLE TYPE:

SS = Split Spoon

ST = Thin-Walled Tube

= Auger

# FIELD AND LABORATORY TEST DATA:

= Standard Penetration Resistance in Blows per Foot

Wc = In-Situ Water Content

Qu = Unconfined Compressive Strength in Tons per Square Foot

\* Pocket Penetrometer Measurement; Maximum Reading = 4.5 tsf

γD = Dry Unit Weight in Pounds per Cubic Foot

#### WATER LEVELS:

V While Drilling  $\nabla$ 

End of Boring

24 Hours

# SOIL DESCRIPTION:

MATERIAL	PARTICLE SIZE RANGE
BOULDER	Over 12 inches
COBBLE	12 inches to 3 inches
Coarse GRAVEL	3 inches to ¾ inch
Small GRAVEL	34 inch to No. 4 Sieve
Coarse SAND	No. 4 Sieve to No. 10 Sieve
Medium SAND	No. 10 Sieve to No. 40 Sieve
Fine SAND	No. 40 Sieve to No. 200 Sieve
SILT and CLAY	Passing No. 200 Sieve

# COHESIVE SOILS

#### COHESIONLESS SOILS Qu CONSISTENCY RELATIVE DENSITY N Very Soft Less than 0.3 Very Loose 0 - 4 Soft 0.3 to 0.6 Loose 4 - 10 Stiff 0.6 to 1.0 Firm 10 - 30 Tough 1.0 to 2.0 Dense 30 - 50 Very Tough 2.0 to 4.0 Very Dense 50 and over Hard 4.0 and over

MODIFYING TERM	PERCENT BY WEIGHT
Trace	1 - 10
Little	10 - 20
Some	20 - 35

#### PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois CLIENT Strand Associates, Inc., Joliet, Illinois BORING 11-21-14 DATE STARTED DATE COMPLETED 11-21-14 L-82,481 JOB **ELEVATIONS** WATER LEVEL OBSERVATIONS GROUND SURFACE 762.2 $oldsymbol{ abla}$ WHILE DRILLING 10.5 END OF BORING 687.2 AT END OF BORING 52.0 ' TENGTH TENGTH A WEST BY THE TENGTH A WO. TYPE West Bridge - north side of road 7'W of Abutment 24 HOURS YDRY DEPTH ELEV. WC Qu SOIL DESCRIPTIONS 0 FILL - Dark brown and black silty CLAY, SS 6 10.0 4.5\* 122 some sand and gravel, trace organic, 5 occasional Cobbles, slightly moist (CL) (A-6) 4 2 SS 3 Sample 2: Poor recovery due to a cobble. 9.6 4 5.5 756.7 5 Tough brown and gray silty CLAY, trace SS 3 2.0\* 244 sand, trace organic, moist (CL/CH) (A-7-6) 3 8.0 754.2 3 Firm brown and gray clayey SAND and SS 3 18.2 GRAVEL, occasional Cobbles, very moist to 10 5 wet (SC/GC) 10.5 751.7 7 Tough brown very silty CLAY, some sand, SS 5 1.5\* 12.5 little gravel, very moist (CL-ML) (A-4) 6 13.0 749.2 5 FEET SS 3 13 1 1.75\* 15 4 IN 5 Tough to very tough gray silty CLAY, some 3 SS 11.6 3.0\* sand, trace gravel, occasional sand seams, 5 moist (CL) (A-6) 7 SS 4 11.1 2.41B 20 7 2.5\* 20.5 741.7 8 SS 4 21.0 2.25\* Very tough gray silty CLAY, trace to little sand and gravel, moist (CL) (A-7-6) 10 24.0 738.2 SS 13 12.4 2.25-4.0\* Very tough gray very silty CLAY, trace sand, 25 10 occasional silt seams, moist (CL) (A-6) 44 Dark greenish-gray sandy silt seam noted in SS 3 15.1 2.0\* 6 Sample 11. 28.0 734.2 7 SS 12 13 30 10 Firm brownish-gray silty fine SAND, trace 11 gravel, wet (SM) (A-2-4) 33.0 729.2 13 SS 15 9.3 4.5+\* 22 Hard pinkish-gray silty CLAY, some sand, 24 trace gravel, moist (CL) (A-6) 38.0 724.2 Very tough pinkish-gray silty CLAY, some sand, trace gravel, moist (CL) (A-6) SS 5 12.5 2.25\*

SURFACE

BELOW

DISTANCE

82481.GPJ TSC\_ALL.GDT 1/5/15

EOB

	BORIN	G	1			DA	TE STAF	RTED _	11-21	-14	DATE COMPLETED 11-21-14 JOB L-8		
	GROUN END OI	F B(	ORI	NG	7 6	VATIO 62.2 87.2	***************************************	e of ros	ad		WATER LEVEL OBSERVATIO  ▼ WHILE DRILLING 10.5'  ▼ AT END OF BORING 52.0'  ▼ 24 HOURS		
	LENGTH	RECOVER	SA NO.	Vest E 7'W o MPLE TYPE	f Abu N	tment	orth side	T		ELEV.	SOIL DESCRIPTIONS		
45 —	X		15	SS	6 7 6 8 10	11.6	2.75*						
50	X		16	SS	7	11.4	3.28B 3.25*				abla		
55 —	X		17	SS	4 7 7	11.9	2.0*				Very tough pinkish-gray silty CLAY, some sand, trace gravel, moist (CL) (A-6)		
60 —	X		18	SS	7 8 8	12.2	2.75*						
35—			()	SS	7 7 9	11.5	2.94B 3.0*		ADMINISTRAÇÃO DE CONTRACTOR DE				
70-73		No. of the contract of the con	20	SS	4 5 5	12.6	1.0*	de de de cardo esta sen de seguinte principa, de principa delicio de como como como como como como como com	68.0	694,2	Tough gray sandy CLAY, trace gravel, very moist (CL-ML) (A-4)		
5		2	ris en melle militari den man del kommunen mente de junicipant proprieta de la primerio del primerio del primerio de la primerio de la primerio de la primerio de la primerio del primerio	SS	6 9		3.27B 3.75*	Andrew Michigan Control of Contro	73.0	689.2	Very tough gray and dark gray silty CLAY, little to some sand, trace gravel, moist (CL)  * Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer.		
	Файленда на принципалниција је	opposite programme and the second sec	eccessives executed and resident executions.	deliberation of the supply deliberation			edot de la lineacement en espera estar en espera espera estar en espera estar	OLEVINOR PROMOCRAMICATOR PROPRIES	ment and control of the control of t	rompu-spinobookingspinisks jaks obe	B = Bulge-type failure		

TSC\_EOB 82481.GPJ TSC\_ALL GDT 1/5/15

#### PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois CLIENT Strand Associates, Inc., Joliet, Illinois **BORING** 11-25-14 DATE STARTED DATE COMPLETED 11-25-14 JOB L-82,481 **ELEVATIONS** WATER LEVEL OBSERVATIONS **GROUND SURFACE** 761.7 ▼ WHILE DRILLING 10.5' END OF BORING 686.7 AT END OF BORING 13.0 ' West Bridge - south side of road 24 HOURS COVER 8'E of Abutment SAMPLE NO. TYPE YDRY DEPTH ELEV. N WC Qu SOIL DESCRIPTIONS FILL - Dark brown clayey TOPSOIL, some sand (OL) (A-6) 1.5 760.2 SS 3 12.0 1.5\* 117 FILL - Brown silty CLAY, some sand, trace 3 gravel, trace organic, moist (CL) (A-7-6) 3 3.0 758.7 Stiff dark brown silty CLAY, trace sand, trace SS 1 27.4 0.75\* organic, very moist (CL/CH) (A-7-6) 2 5.5 756.2 Tough brown and dark gray silty CLAY, trace SS 2 24.7 1.0\* sand, trace organic, very moist (CL/CH) 2 (A-7-6)3 753.7 Loose brown clayey SAND and GRAVEL. SS 1 18.2 occasional Cobbles and clay seams, very 10 moist to wet (SC/GC) (A-4) 751.2 4 10.5 Firm brown silty SAND, some gravel, wet SS 4 (SM) (A-2-4) 4 8 13.0 748.7 SS 3 1.5\* 11.1 15 3 Tough brownish-gray sandy CLAY, little 3 gravel, moist (CL-ML) (A-4) SS 2 10.3 1.5\* 4 4 18.0 743.7 Very tough gray silty CLAY, some sand. 8 SS 5 12.0 2.25\* trace gravel, moist (CL) (A-6) 20 7 20.5 741.2 Tough gray silty CLAY, trace to little sand and gravel, occasional Cobbles, occasional SS 5 22.3 1.5\* 6 9 sand and gravel seams, moist (CL) (A-7-6) 10 SS 6 18.0 1.5\* Sample 10: Poor recovery due to a cobble. 25 10 736.2 22 25.5 Firm dark greenish-gray sandy SILT, trace 11 SS 10 11.4 gravel, clay and organic, moist (ML) (A-4) 17 28.0 733.7 SS 10 11.6 30 11 Firm gray clayey SILT, some sand, trace 11 gravel, moist (ML) 33.0 728.7 13 SS 35 10 Firm gray silty fine SAND, trace gravel, wet 12 (SM) 38.0 723.7 Very tough pinkish-gray silty CLAY, some 14 SS 5 13.2 2.25\* sand, trace gravel, moist (CL) (A-6)

DRILL RIG NO. 334

FEET

IN

SURFACE

BELOW

DISTANCE

EOB 82481.GPJ TSC\_ALL GDT 1/5/15

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

End of Boring at 75.0'

#### PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois Strand Associates, Inc., Joliet, Illinois CLIENT BORING DATE STARTED 11-25-14 DATE COMPLETED 11-25-14 JOB L-82,481 **ELEVATIONS** WATER LEVEL OBSERVATIONS GROUND SURFACE 761.7 ▼ WHILE DRILLING 10.5 END OF BORING 686.7 AT END OF BORING 13.0' West Bridge - south side of road 8'E of Abutment West E 8'E of SAMPLE NO. TYPE 24 HOURS $|\gamma_{\mathsf{DRY}}|_{\mathsf{DEPTH}}|_{\mathsf{ELEV}}$ Ν WC Qu SOIL DESCRIPTIONS 40 6 6 SS 7 15 11.7 2.0\* 10 10 16 SS 5 11.9 2.0\* 6 7 FEET Very tough pinkish-gray silty CLAY, some sand, trace gravel, moist (CL) (A-6) SS 5 11.5 2.63B 55 2.25\* 7 IN 10 SURFACE 18 SS 6 12.5 2.0\* DISTANCE BELOW 60 8 19 SS 5 11.7 2.0\* 65 68.0 693.7 20 SS 12.9 0.81B 70 0.75\* 4 Stiff gray sandy CLAY, trace gravel, moist 4 (CL-ML) (A-4) 73.0 688.7 Hard gray and dark gray silty CLAY, little to SS 12 5.58B 14.6 some sand, trace gravel, moist (CL) (A-7-6) 45+\* Approximate unconfined compressive 5 strength based on measurements with a calibrated pocket penetrometer. B = Bulge-type failure Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual. End of Boring at 75.0' DRILL RIG NO. 334

EOB 82481.GPJ TSC\_ALL.GDT 1/5/15

# PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois

CLIENT Strand Associates, Inc., Joliet, Illinois



BORING DATE STARTED 12-1-14 DATE COMPLETED 12-1-14 L-82,481 **ELEVATIONS** WATER LEVEL OBSERVATIONS GROUND SURFACE 752.8 **V** WHILE DRILLING 10.0 ' END OF BORING 677.8

N/A - wash horing

END OF		***	***************************************	77.8					
k k	ž E	East Bi 9'W of	ridge Abu	- SOL	ıth side	of road	d		▼ 24 HOURS
5	ادما	MPLE	Tou	Tinen		T	<b>†</b>	Ī	
DENGTH	NO.	TYPE	N	wc	Qu	YDRY	DEPTH	ELEV.	SOIL DESCRIPTIONS
					and the second s		1.2	751.6	FILL - Dark brown sandy CLAY, trace gravel
	1	SS	4 6 4	3.9		AND COLOR OF THE PARTY OF THE P	3.0	749.8	FILL - Brown silty SAND and GRAVEL, slighlty moist (SM/GM) (A-1-b)
5	2	ss	2 2	28.9	0.5*	93			FILL - Black silty CLAY (topsoil), trace sand and organic, moist (OL) (A-7-6)
	А	ss	2	27.1	0.75*		5.5	747.3	Black silty CLAY (topsoil), trace sand and organic, moist (OL) (A-7-6)
	3 B	00	3	25.6	0.75*		7.0	745.8	Stiff dark brown and light gray silty CLAY,
			2				8.0	744.8	some sand, trace organic and snail shells, (CL/CH) (A-7-6)
10	4	SS	4 6 9	9.4		handoods samp dy-majopapapapapapapapapapapapapapapapapapap	10.5	742.3	Firm gray silty SAND and GRAVEL, trace organic, occasional Cobbles and clay seams, very moist to wet (SM/GM) (A-1-b)
	5	SS	8 9 6				13.0	739.8	Firm gray silty SAND, little gravel, occasional Cobbles, wet (SM) (A-2-4)
	6	ss	10				13.0	739.0	Firm gray SAND and GRAVEL, occasional Cobbles, wet (SP/GP) (A-1-b)
15		-	8 6				15.5	737.3	Poor recovery due to a cobble.
	7	ss	3 3 4	15.8	2.0*		18.0	734.8	Very tough gray very silty CLAY, little sand, occasional silt seams, moist (CL-ML) (A-4)
20	8	SS	4 7	16.5	4.60B 4.5*	Was a second of the second of	10.0	707.0	Hard gray silty CLAY, little sand, occasional silt seams, occasional gravel, moist (CL) (A-6)
			9			· indicate and in the control of the	20.5	732.3	
	9	SS	5 5	17.2	2.15B 2.25*	- Contraction of the Contraction	Account of the last of the las	Billion son Control and	Very tough gray silty CLAY, little sand, occasional gravel, moist (CL) (A-6)
		and the second s	7		and the state of t	heiman panahalan	23.0	729.8	3.5.5.5, 1.10.00 (0.12) (1.10)
25	10	ss	3 4 5	21.0	1.15B 1.5*	основ в в в в в в в в в в в в в в в в в в	ACAPI mellik en 1918 ellanya japidasa dalaksaran	<b>те</b> трифессирностинена (маселива ферера	Tough gray silty CLAY, little sand, occasional gravel, sand seams and Cobbles, moist (CL) (A-7-6)
	1	ss	3 8 8	25.3	1.25*	med decoration and section and control in control of the control o	27.2	725.6	
30	12	SS	7 7 5		mahamasaoonjohjijojojojojojajaja dimodera	Immuniterphylolisisys Blainton order examples	000 million выполнения учения в файсина живир	mente produce the second designation of the second	
	(C)	SS	Q)	19.4	3 50	Майдайний оргунуу бүй дэгүйн айгуулган амам арард		demonstratives of the control of the	Very tough gray silty CLAY, trace to little sand, occasional gravel, sand seams and Cobbles, moist (CL) (A-7-6)
35		Viscosioni del monte del propositioni de	7 8		3.60 3.75*	retinent illefüllistickti (n.e.b. m.), nemeng geja en jede jede jede jede	Oberfüllunk unmungsssage, gegebacht der eine steller gegeb	вейлафіроціфікіцтіральная макаденцоводна м	Samples 12 and 15: Poor recovery due to cobbles.
	14	SS	7	17.0	3.25*	**************************************	VIII 1-1-10 Пунуний шинжинф орт 4440A0	All minimizes command to the second	
40 KKKN					nes betwee	n denosite	s renregen		

TSC\_EOB 82481.GPJ TSC\_ALL.GDT 1/5/15

DISTANCE BELOW SURFACE IN

DRILL RIG NO. 334

Division lines between deposits represent approximate boundaries between soil types; in-situ, the transition may be gradual.

End of Boring at 75.0'

#### PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois CLIENT Strand Associates, Inc., Joliet, Illinois 3 BORING DATE STARTED 12-1-14 12-1-14 DATE COMPLETED **JOB** L-82,481 **ELEVATIONS** WATER LEVEL OBSERVATIONS **GROUND SURFACE** 752.8 WHILE DRILLING 10.0 ' END OF BORING 677.8 AT END OF BORING N/A - wash boring East Bridge - south side of road 9'W of Abutment 24 HOURS LENGTH SAMPLE SAMPLE NO. TYPE WC $\gamma_{\mathsf{DRY}}$ |DEPTH | ELEV. N Qu SOIL DESCRIPTIONS 40 9 Very tough gray silty CLAY, trace to little sand, occasional gravel, sand seams and Cobbles, moist (CL) (A-7-6) 15 SS 5 6 Samples 12 and 15: Poor recovery due to 6 cobbles. 48.0 704.8 16 SS 3 12.9 1.25\* 4 4 Tough gray silty CLAY, some sand, trace gravel, occasional Cobbles, very moist (CL-ML) (A-4) FEET SS 3 Sample 17: Poor recovery due to cobble. 4 Z 5 SURFACE 58.0 694.8 18 SS 17.6 4.59B BELOW 4.5+\* 60 9 Hard gray silty CLAY, little sand, occasional gravel, moist (CL) (A-7-6) 8 DISTANCE 63.0 689.8 2.12B 2.5\* 19 SS 5 21.1 65 7 Very tough brown silty CLAY, trace sand, occasional gravel, moist (CL) (A-7-6) 68.0 684.8 20 SS 5 70 9 Firm gray silty SAND, occasional silt seams, 6 wet (SM) (A-2-4) 73.0 679.8 Firm gray silty SAND, some gravel, 21 SS 11 occasional Cobbles, wet (SM) (A-2-4) 75 Approximate unconfined compressive 16 strength based on measurements with a calibrated pocket penetrometer. B = Bulge-type failure 80 Division lines between deposits represent approximate boundaries between soil types; End of Boring at 75.0' DRILL RIG NO. 334 in-situ, the transition may be gradual. Page 2 of 2 30

EOB 82481.GPJ TSC\_ALL.GDT 1/5/15

# PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois

Strand Associates, Inc., Joliet, Illinois CLIENT



BORING DATE STARTED 11-26-14 DATE COMPLETED 11-26-14 JOB L-82,481

**ELEVATIONS** 

WATER LEVEL OBSERVATIONS

GROUND SURFACE 752.9

**V** WHILE DRILLING

9.5'

	END (	OF B	ORI	VG	6	77.9					□ AT END OF BORING   □ 30.0 ¹
	,	NGTH COVERY	E	East B	ridge Ahu	- noi	th side	of roac	I		▼ 24 HOURS
	1		SA	MPLE	1 100	anone		T <sub>a</sub> ,			
0	į	REC	NO.	TYPE	N	WC	Qu	PDRY	DEPTH	ELEV.	SOIL DESCRIPTIONS
0		X	A 1 B	SS	4 4 2	4.0		106	1.5 2.2	751.4 750.7	FILL - Dark brown clayey TOPSOIL, some sand (OL) (A-6) FILL - Brown silty SAND and GRAVEL,slightly moist (SM/GM) (A-1-b) FILL - Black and brown silty CLAY, little to
5 —		X	2	SS	2 3 3	20.7	1.0*	101	5.5	747.4	some sand, trace gravel and organic, very moist (CL/OL) (A-6)
p-bro-			3	SS	2 2 3	33.3	1.25*				Black silty CLAY (topsoil), trace to little sand, very moist (OL) (A-7-6)
10 —			A 4 B	ss	2 4 5	35.7 36.0			9.0	743.9 742.4	▼ Black ORGANIC CLAY, trace fibers, very moist (OH)
and the			5	ss	6 7 10	11.9				emelendistrative et incombinação 4	Firm gray silty SAND, some gravel, occasional Cobbles, wet (SM) (A-1-b)
15 —			6	SS	2 3 4		The same of the sa		15.5	737.4	Sample 6: No recovery due to a cobble.
			7	ss	4 8 10	14.2	6.05B 4.5+*		de alle de la companya de la company	Parental Print Print Park Addison or Attachment parents	Hard gray silty CLAY, little sand, occasional gravel and Cobbles, wet (CL) (A-6)
20 —			8	SS	7 13 12	Pedropopologica da mismo con esta proposada		ment inflyttisteriet filderadiona actual proposed	20.5	732.4	
and the state of t	X		9	SS	6 8 11	16.2	3.5*			VODA LISTAPO PROPRIENTALISMA ANTINO PROPRIENTALISMA PROPRIENTA	Very tough gray silty CLAY, little sand, occasional gravel, moist (CL) (A-6)
25		and the state of t	10	ss	6 12 10	17.0	3.66B 3.0*	A CONTRACTOR CONTRACTO	25.5	727.4	Sample 8: Poor recovery due to a cobble.
			11	ss	2 4 4	20.0	1.39B 1.25*	hoʻq assanlassan avoqoq qiliqiqiy qiqiqisi siq	28.0	724.9	Tough gray silty CLAY, little sand, very moist (CL) (A-7-6)
30 —			2	SS	9 5 10	10.7	e de la companya de l	en independent of the free free management of the company of the company of	Ab dels e for a ser an externing and appropriate delta grand and be a very	likolehilatei (oronononono) avalysi sisteksi sistimaana.	∀ Firm gray clayey SILT, some sand, occasional clay seams, very moist to wet (ML) (A-4)
35				S	2 2 3	4.5.4	1.0*		33.0	719.9	Stiff gray silty CLAY, some sand, occasional silt seams, very moist (CL)  Sample 15: LL = 22, PI = 9, PI = 0.19 AASHTO = A-4 (3) 33% Sand, 48% Silt, 19% Clay
40		1	4	SS	1	16.5 livision li	0.75* nes betwee	n denosits	renreseni	-	IDOT Loam

DISTANCE BELOW SURFACE IN

TSC\_EOB 82481.GPJ TSC\_ALL.GDT 1/5/15

PROJECT Proposed Bridge Replacements, South Paw Paw Road, DeKalb, Illinois CLIENT Strand Associates, Inc., Joliet, Illinois **BORING** DATE STARTED 11-26-14 DATE COMPLETED 11-26-14 JOB L-82,481 **ELEVATIONS** WATER LEVEL OBSERVATIONS **GROUND SURFACE** 752.9 ▼ WHILE DRILLING 9.5' END OF BORING 677.9 30.0 ' East Bridge - north side of road 24 HOURS LENGTH SECONDERY BACK ON EXPENSE BACK ON EXPEN 9'E of Abutment YDRY DEPTH ELEV. N WC Qu SOIL DESCRIPTIONS 40 3 Stiff gray silty CLAY, some sand, occasional 15 SS 2 14.7 0.75\* silt seams, very moist (CL) 2 4 Sample 15: LL = 22, PI = 9, PI = 0.19  $\overrightarrow{AASHTO} = A-4(3)$ 33% Sand, 48% Silt, 19% Clav 48.0 704.9 IDOT Loam 16 SS 14.3 3 1.0\* 50 3 Stiff pinkish-gray silty CLAY, some sand, 3 occasional gravel, very moist (CL) (A-4) 53.0 699.9 SS 4 12.4 1.0\* 55 4 NI SURFACE Stiff gray silty CLAY, some sand, trace gravel, very moist (CL-ML) SS 3 12.6 0.75\* BELOW 60 3 3 DISTANCE 63.0 689.9 SS 4 18.6 2.41B 2.75\* 65 5 Very tough gray silty CLAY, little to some 6 sand, occasional gravel, moist (CL) (A-7-6) 68.0 684.9 SS 6 15.9 Loose gray clayey SAND and GRAVEL, occasional Cobbles, very moist to wet 5 (SC/GC) (A-4) 679.9 73.0 Firm gray clayey SILT, trace sand, very 74.0 21.7 678.9 moist (ML) (A-4) SS 8 4.0\* 14.0 Hard pinkish-brown silty CLAY, some sand. trace gravel, moist (CL) (A-6) 8 Approximate unconfined compressive strength based on measurements with a calibrated pocket penetrometer. B = Bulge-type failure 80 Division lines between deposits represent End of Boring at 75.0'

ISC\_EOB 82481.GPJ TSC\_ALL.GDT 1/5/15

# TESTING SERVICE CORPORATION

650 D Peace Road DeKalb, Illinois

> TSC Job No. L-82,481 January 7, 2015

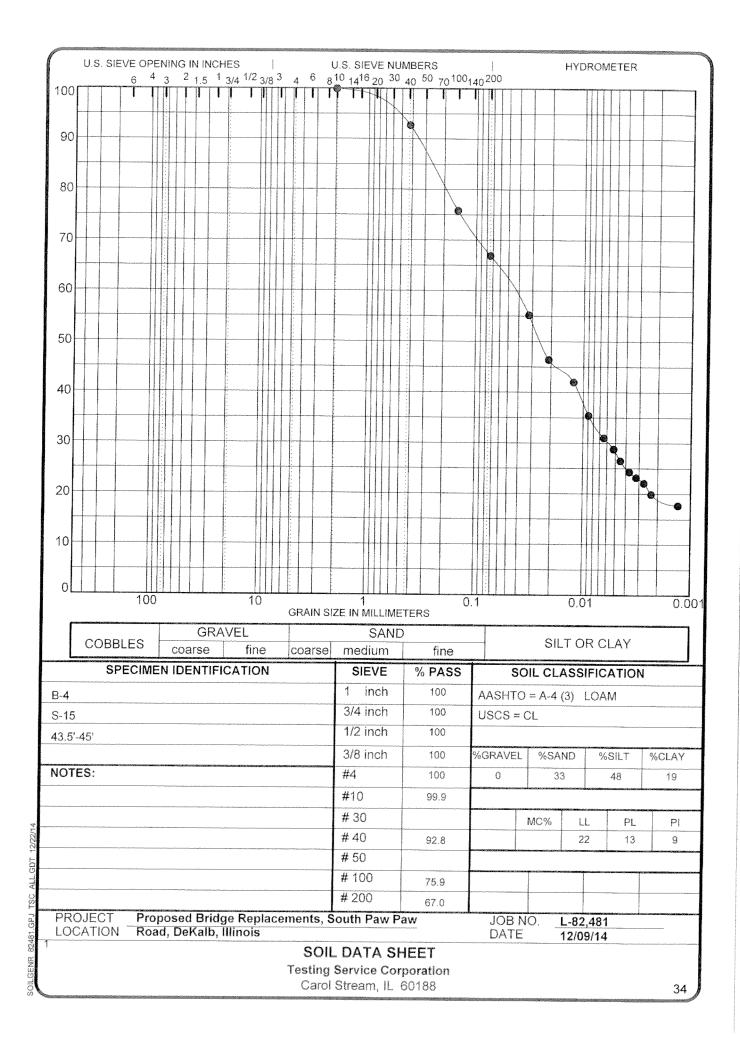
CLIENT:

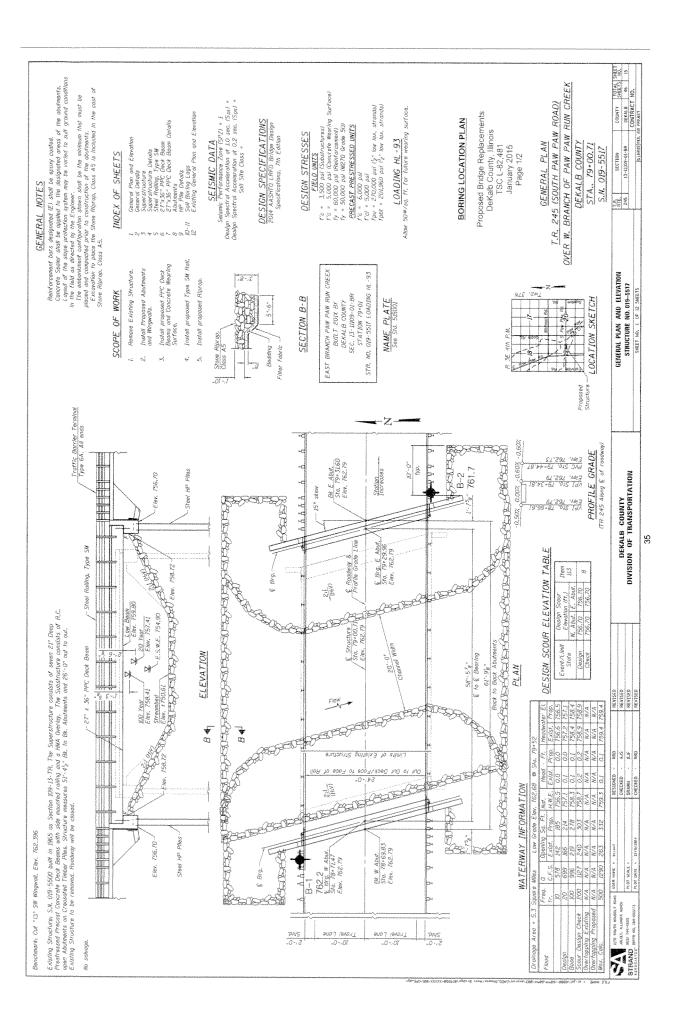
PROJECT:

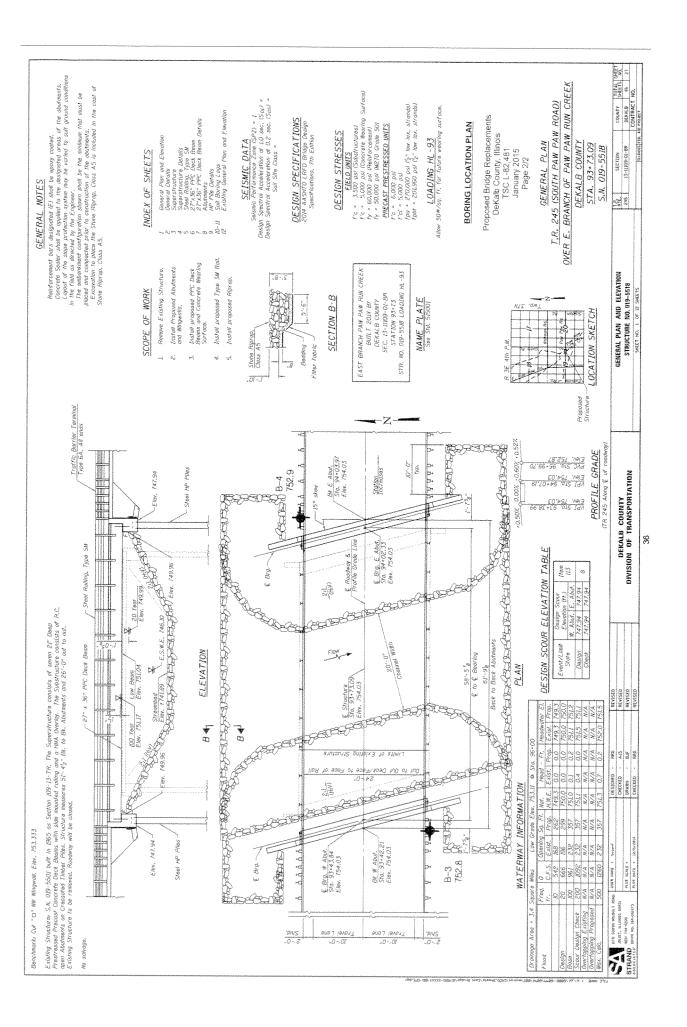
Strand Associates, Inc. Joliet, Illinois Proposed Bridge Replacements South Paw Paw Road DeKalb County, Illinois

# SOIL TEST DATA

		OOIL	ESI DAI	^		
LOCATION	1	East Abutment, East Bridge				
BORING N	UMBER	B-4				
SAMPLE N	UMBER	15				
DEPTH IN	por pro pro pro pro pro pro pro pro pro	43.5-45.0				
HRB CLAS	SIFICATION & GROUP INDEX	A-4 (3)				
UNIFIED C	LASSIFICATION	CL				
GRAIN SIZ	E CLASSIFICATION	LOAM				
GRADATIO	N - PASSING 1" SIEVE %					
GRADATIO	N - PASSING 3/4" SIEVE %				***************************************	
GRADATIO	N - PASSING 3/8" SIEVE %					
GRADATIO	N - PASSING # 4 SIEVE %					<del></del>
GRADATIO	N - PASSING # 10 SIEVE %	100				
GRADATIO	N - PASSING # 40 SIEVE %	93				
GRADATIO	N - PASSING # 100 SIEVE %	76				
GRADATIO	N - PASSING # 200 SIEVE %	67				
SAND %		33				A Particular State Comment of the Co
SILT %		48	O DE COMPANIO DE COMPA			
CLAY % (<0	.002 MM)	19				
LIQUID LIMI	Т%	22			AND THE RESERVE OF THE PARTY OF	
PLASTIC LIN	MT%	13				
PLASTICITY	INDEX %	9				
NATURAL M	OISTURE CONTENT %	14.7				
LIQUIDITY II	NDEX	0.19				
BEARING RA	ATIO % (SOAKED IBR)					
STANDARD AASHTO T-9	DRY DENSITY 19 PCF		and the second s			
ОРТІМИМ М	OISTURE %		ensieven en e			
ORGANIC	L-O-1%					
CONTENT	WET COMBUSTION %					







(TSC)

December 26, 2014

TESTING SERVICE CORPORATION

Corporate Office

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

Mr. Ryan Doerrer Strand Associates, Inc. 1170 South Houbolt Road Joliet, Illinois 60431

Re: L - 82.642

Potentially Impacted Property Evaluation & LPC-662 Form

Proposed Bridge Replacements

South Paw Paw Road over Paw Paw Creek

DeKalb County, Illinois

Dear Mr. Doerrer:

Testing Service Corporation (TSC) has completed a "Potentially Impacted Property" (PIP) evaluation and performed sampling and laboratory analyses for pH for the above referenced two bridge replacements on South Paw Paw Road over Paw Paw Creek. The general scope of work was outlined in TSC's Proposal 53,404, dated August 28, 2014.

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

#### **Project Description:**

The source site consists of two bridges on South Paw Paw Creek Road, located approximately 1,400 feet apart. The western bridge is located approximately 2,100 feet west of Goble Road and the eastern bridge is located approximately 700 feet west of Goble Road. We understand that excavation is planned for the bridges reconstruction which will generate soil for disposal as uncontaminated soil at an undetermined CCDD/USFO.

#### 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 aerial photographs dating back to 1998 and topographic maps dating back to 1952. Based on this information, bridges were present over Paw Paw Creek since at least 1952. Adjoining properties throughout this time frame have been farmland. No farmsteads or structures are located within 2,000 feet of the bridges.

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 search distance of the Radius Map Report was expanded to encompass both bridges.

The EDR Radius Map Report did not identify any listings within the expanded search radius. A copy of the EDR Radius Map Report Summary is attached.

#### Site Reconnaissance:

On November 20, 2014 a TSC Professional Geologist conducted a reconnaissance of the source site for the purpose of identifying indications of the use or disposal of hazardous substances or petroleum products. The source site consists of two bridges over branches of Paw Paw Creek. The creek flows southward beneath each bridge. Minor scattered debris is evident along the banks of the creek. Adjoining properties to the creek are cultivated farm fields. No indications of staining, unnaturally stressed vegetation or areas conspicuously absent of vegetation were noted at either bridge site. No evidence of aboveground storage tanks or of vent or fill pipes suggesting the presence of underground storage tanks were identified. No indication of petroleum sheen was identified on the pavement or water. No indications of solid waste, stained pavement or drum storage were noted. No suspect PCB containing equipment or hazardous waste generation was identified. No evidence of the use or release of hazardous substances or petroleum products was identified at either site.

#### Conclusion:

Based on the review of the above discussed information, the TSC Professional Geologist concluded that the source site is **not** a Potentially Impacted Property and that the LPC-662 form may be utilized. TSC contacted the client, who stated that the source site owner, would sign the LPC-662 form.

#### Soil Samples:

From November 21 through December 1, 2014, TSC performed four soil borings, one on the west and east sides of each bridge. The soil borings were extended to a depth of 75 feet. Soil samples were collected by split spoon methods and placed in clean glass jars. Samples from the upper 15 feet of each boring were screened for the presence of volatile organic vapors by a TSC Professional Geologist using a Mini-RAE 3000 photo-ionization detector (PID). No elevated readings were identified above typical background conditions. No indications of staining or odor were identified in the samples.

Two soil samples (B-1/S-4 & B-4/S-2) were selected to represent the west and east bridge, respectively. The samples were delivered to First Environmental Laboratories, Inc. following standard chain-of-custody procedures for analysis of pH. The analytical results are presented in the First Environmental Laboratories, Inc. analytical report dated December 11, 2014. The report indicates that

the pH concentrations of 8.64 and 8.14, respectively, are within the acceptable range between 6.25 and 9.0.

TSC has completed the LPC-662 form for the owner's signature. Please complete and sign the attached LPC-662 form and provide with the report and analytical data to the Uncontaminated Soil Fill Operation.

We appreciate the opportunity to be of service to you. Please contact us with any questions.

Respectfully,

**TESTING SERVICE CORPORATION** 

Brian K. Walker, P.G.196.000772

Manager, Environmental Assessments

Enc:

LPC-662 Form Site Plan

Analytical Report and Chain of Custody EDR Radius Map Report Summary

General Conditions

Page 1 of 2



I. Source Location Information

# Illinois Environmental Protection Agency

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

# Source Site Certification by Owner or Operator for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-662

Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ili. Adm. Code 1100.205(a)(1) (A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

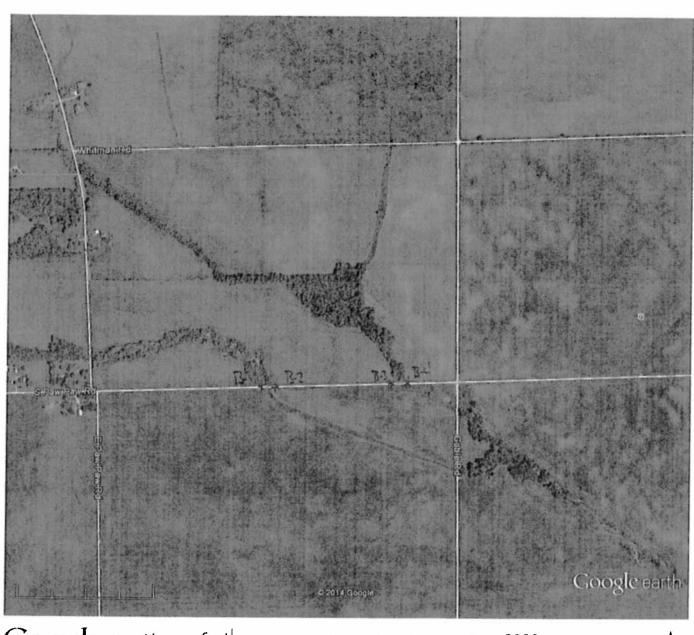
This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

(Describe the location of the source of the uncontain	ninated soil)	
Project Name: Paw Paw Creek Bridge Replacement	nts Office P	hone Number, if available:
Physical Site Location (Street, Road): South Paw F	'aw Road	
City: Earlville State: IL  County: DeKalb	Zip Code: 605′ Township: Paw	
Lat/Long of approximate center of site in decimal de	grees (DD.ddddd) to five de	ecimal places (e.g., 40.67890, -90.12345):
Latitude: 41.66500 Longitude: -88.92  (Decimal Degrees) (-Decimal dentify how the lat/long data were determined:	Translation for the contract of the contract o	
☐ GPS ☐ Map Interpolation ☐ Photo In	nterpolation	○ Other
IEPA Site Number(s), if assigned: BOL: Non	e BOW: No	ne BOA: None
II. Owner/Operator Information for Sour	ce Site	Site Operator
Name: DeKalb County Division of Transpo	rtation Name:	SAME
Street Address: 1826 Barber Greene Road	Street Address	
PO Box:	PO Box:	
City: DeKalb State:	IL City:	State:
Zip Code: 60115 Phone: 815-756-	-	Phone:
Contact; Nathan Schwartz, P.E.	Contact:	The second secon
Email, if available: nschwartz@dekalbcounty.org	Email If availal	

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). Fallure 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 LPC 348 Rev. 10/2013 the Forms Management Center.

IL 532-1855

Project N	ame: Paw Paw Cree	k Bridan Bonin	namania		Page 2 of
		Longitude: •8		mentral plants from the commencements and	
	(Decimal Degrees)		Decimal Degrees	noc	
	(massing baginas)	(-	Source Site	*	
III Dan	aviatiana af C				
Describe description properties individual storage ta releases convironments storage, o	n must take into acco for commercial or in- containers greater th inks (above ground o or any environmental ental violations; (7) ar	uses of the site runt, at a minim dustrial purpos an 5 gallons or r underground) cleanup or rem ny contamination	and nearby prop num, the following es; (2) the use, st collectively more ; (4) any waste st noval of contamina on in a well that ex	erties.* Attach additional inf for the source site and for n orage or disposal of chemica than 50 gallons; (3) the currorage, treatment or disposal ants; (6) any environmental is ceeds the Board's groundw.	earby property: (1) use of the
Number o	f pages attached: 21				
of historic Adjoining environme	al aerial photos and to property is farmland	opo maps dati throughout ide sinity of source	ng back to 1954 in ntified history. Et site. Site reconn	ndicate the bridges have bed OR Radius Map Report ident aissance by PG did not iden	Road over Paw Paw Creek. Review an present over this time frame. lified no listing on reviewed itify the above listed environmental
*The description	ription must be suffici	ent to demonst	irate that the sour	ce site is not potentially imp	acted property, thereby allowing the
	pH Testing Results of soil pH to ation.		that the soil pH is	s within the range of 6.25 to	9.0 and attach any supporting
Number of	pages attached: 4	03/m000+00004-003/m000			
for pH by i	amples (B-1/S-4 & B- First Environmental L mples had a pH of 8.	aboratories, ar	1 IL ELAP/NELAC	is performed at west and ea certified laboratory. Analyt	st bridge respectively, were analyze ical report dated 12/11/14 indicates
V. Source Signatur		perator or A	uthorized Re	presentative's Certific	ation Statement and
In accordar Nathan Sci certify that the soil pH cleanup or representat submitted, i	nce with the Illinois En hwartz, P.E. this site is not a poter is within the range of removal of contamina ive of the site owner	ntially impacted 6.25 to 9.0. I f ints. Additiona or site operator	I property and the further certify that I left that I certify that I r and am authoriz	(owner, operator or author soil is presumed to be unco the soil has not been remov am either the site owner or of ed to sign this form. Furthe	nd 35 III. Adm. Code 1100.205(a), I rized representataive of source site) ontaminated soil. I also certify that wed from the site as part of a operator or a duly authorized rmore, I certify that all information f my knowledge and belief, true,
Any person	n who knowlngly ma its a Class 4 felony	akes a false, fi . A second or	ctitious, or fraud subsequent off	dulent material statement, ense after conviction is a	orally or in writing, to the illinois Class 3 felony. (415 ILCS 5/44(h))
X Owne	•		C	Operator	
C Qwne	r's Duly Authorized R	epresentative		Operator's Duly Authorized	Representative
Noth.	Printed Man	4	mm44664666ADUSAHSOLGCSCAGASSSLage	1	15/2015
	2		interest to initiate and air habition in the Company of prophily in the air man area and according to a constant		ranceinaenininingaininkhinisinarranamaranamaran. Dele



Google earth

feet \_\_\_\_\_\_300

Two Bridge Replacements South Faw Paw Road Over Paw Baw Creek Dekalb County, IL



# First Environmental Laboratories, Inc.

IL ELAP / NELAC Accreditation # 100292

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

December 11, 2014

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

Project ID: 82642/82481

First Environmental File ID: 14-7301 Date Received: December 05, 2014

Dear Mr. Brian Walker:

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

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003469: effective 09/25/2014 through 02/28/2015.

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

Sincerely

Stan Zaworskii Project Manager



# First Environmental Laboratories, Inc.

IL ELAP / NELAC Accreditation # 100292

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

# Case Narrative

TESTING SERVICE CORP.

Lab File ID: 14-7301

Project ID: 82642/82481

Date Received: December 05, 2014

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

The results in this report apply to the samples in the following table:

Laboratory Sample ID	Client Sample Identifier	Date/Time Collected
14-7301-001	B-1 S-4	11/21/14 9:00
14-7301-002	B-4 S-2	11/26/14 9:00

## Sample Batch Comments:

Sample acceptance criteria were met.

The following is a definition of flags that may be used in this report:

Flag	Description	Flag	Description
<	Analyte not detected at or above the reporting limit.	L	LCS recovery outside control limits.
С	Sample received in an improper container for this test.	М	MS recovery outside control limits; LCS acceptable.
D	Surrogates diluted out; recovery not available.	N	Analyte is not part of our NELAC accreditation.
E	Estimated result; concentration exceeds calibration range	Р	Chemical preservation pH adjusted in lab.
G	Surrogate recovery outside control limits.	Q	Result was determined by a GC/MS database search
Н	Analysis or extraction holding time exceeded.	S	Analysis was subcontracted to another laboratory
J	Estimated result; concentration is less than routine RL but greater than MDL.	W	Reporting limit elevated due to sample matrix.
RI.	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.



# First Environmental Laboratories, Inc.

IL ELAP / NELAC Accreditation # 100292

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

# **Analytical Report**

Client: TESTING SERVICE CORP.

Date Received: 12/05/14

Project ID: 82642/82481

Date Reported: 12/11/14

Lab No:	Sample ID:	Analyte	Result R.I	. Units	Flags
pH @ 25°C, 1	:2	Method: 9045C			
14-7301-001	B-1 S-4	Date Collected: 11/21/14	Time Collected	1: 9:00	
Analysis Date:	12/11/14	11:00 AM			
		рН @ 25°С, 1:2	8.64	Units	
14-7301-002	B-4 S-2	Date Collected: 11/26/14	Time Collected	i: 9:00	
Analysis Date:	12/11/14	11:00 AM			
		рН @ 25°С, 1:2	8.14	Units	

# Environmental Laboratories, inc.

CHAIN OF CUSTODY RECORD

# 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

Sampled By:

State: 7 C 210

Project I.D., 52027 (2.38)	Analysees	
Matrix Codes: S = Soil W = Water O = Other		
Date/Time Taken Sample Description	Matrix	erestiman ya Oringania. Li ipania manana manana internativa kanana kanana kanana kanana kanana kanana kanana k
1-21-14 4.80 7 1 1 1 2 1		
		14-1/201601
		en ende de la companya de la company
		тельной дея в д В дея в д
		Million della companya della distanza ano ano con construente con cintra con quanta antiquo con que proprio della construente ano que proprio della construente de
		eventuri de de de la como espera empla e frequenta de destrocado a tentral de desenviado de desenviado de la c
FOR LAB USE ONLY:		обторно-выполний на вирого образования на селения и постояння выполний на пределений постояння выполний на пост
Cooler Temperature: 0.1-6°C Yes No. °C Received within 6 hrs. of collection:	Sample Retrigerated: Yes No Preservation Requirements Met: Yes No No Retrigerator Temperature: 120	
- Maria	5035 Vials Frozen: YesNo Need to meet. IL TACO IN. RISC	
ice Present: Yes No	C 1999 C. US 1 2 (2) 12 (2) C. L. S. C.	

Rev. 6/12

Relinquished By:

Date/Time

To the war By:

Received By:

DateTine

Bridge Replacement over Paw Paw Creek S PAW PAW RD Earlville, IL 60518

Inquiry Number: 4136783.2s

November 17, 2014

# **EDR Summary Radius Map Report**



6 Armstrong Road, 4th floor Shelton, CT 06484 Toll Free: 800 352 0050 www.edrnet.com

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Map Findings	. 8
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Government Records Searched/Data Currency Tracking	_ GR-1

### **GEOCHECK ADDENDUM**

**GeoCheck - Not Requested** 

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

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### **EXECUTIVE SUMMARY**

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

### TARGET PROPERTY INFORMATION

### **ADDRESS**

S PAW PAW RD DEKALB County, IL 60518

### COORDINATES

Latitude (North): 41.6650000 - 41° 39′ 54.00″ Longitude (West): 88.9204000 - 88° 55′ 13.44″

Universal Tranverse Mercator: Zone 16 UTM X (Meters): 340117.7 UTM Y (Meters): 4614151.0

Elevation: 753 ft. above sea level

### USGS TOPOGRAPHIC MAP ASSOCIATED WITH TARGET PROPERTY

Target Property: TF

Source: USGS 7.5 min quad index

### **AERIAL PHOTOGRAPHY IN THIS REPORT**

Portions of Photo from: 20120622, 20120619

Source: USDA

### TARGET PROPERTY SEARCH RESULTS

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

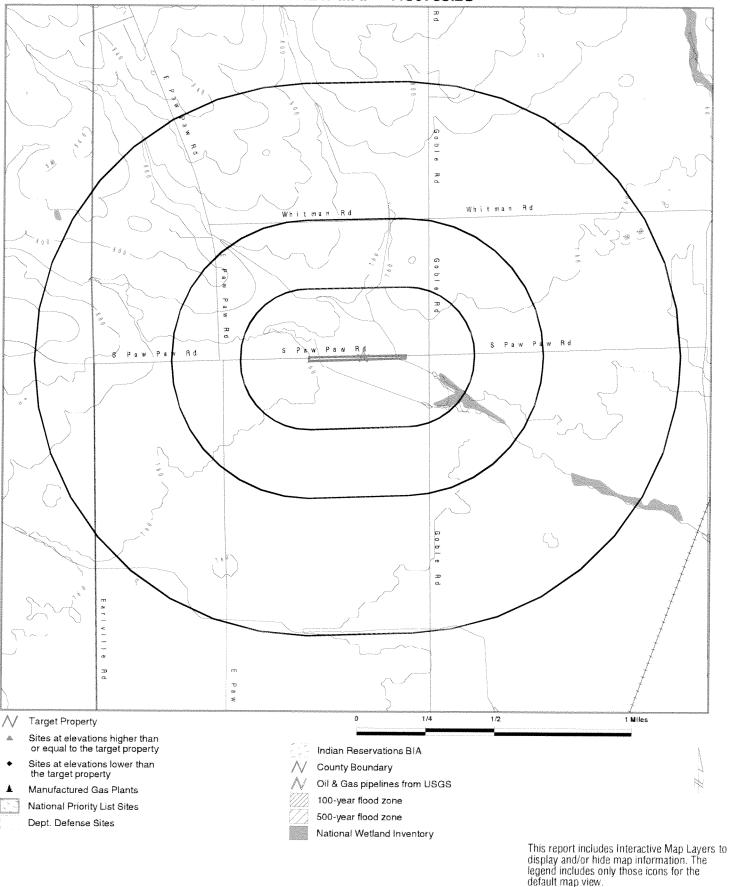
### SURROUNDING SITES: SEARCH RESULTS

Surrounding sites were not identified.

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

ORPHAN SUMMARY	Site Name Site Address Site Address Zip Database(s)	NO SITES FOLIND
	EDR ID S	Z
Count: 0 records.	City	

### **OVERVIEW MAP - 4136783.2S**



SITE NAME: Bridge Replacement over Paw Paw Creek

ADDRESS: S PĂW PÁW RD

LAT/LONG:

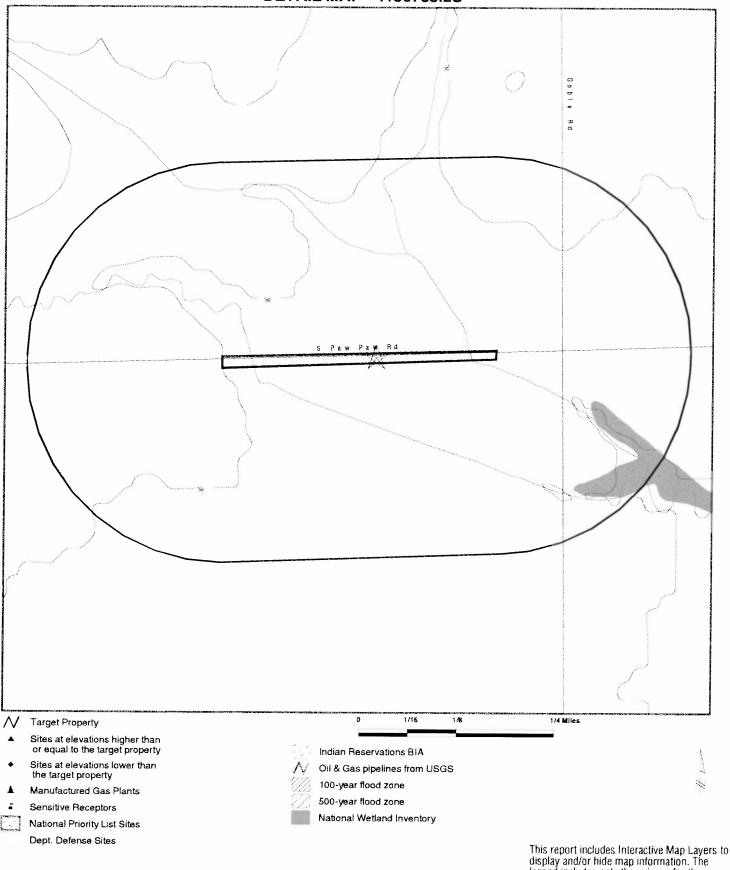
Earlville IL 60518 41.665 / 88.9204

CLIENT: Testing Service Corporation CONTACT: Brian Walker

INQUIRY#: 4136783.2s

DATE: November 17, 2014 5:07 pm

### **DETAIL MAP - 4136783.2S**



display and/or hide map information. The legend includes only those icons for the default map view.

SITE NAME: Bridge Replacement over Paw Paw Creek

ADDRESS: S PAW PAW RD

LAT/LONG:

Earlville IL 60518 41.665 / 88.9204

CLIENT: **Testing Service Corporation** 

CONTACT: Brian Walker INQUIRY #: 4136783.2s

DATE: November 17, 2014 5:08 pm

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
STANDARD ENVIRONMEN	TAL RECORDS							
Federal NPL site list								
NPL Proposed NPL NPL LIENS	1.000 1.000 TP		0 0 NR	0 0 NR	0 0 <b>N</b> R	0 0 NR	NR NR NR	0 0 0
Federal Delisted NPL sit	e list							
Delisted NPL	1.000		0	0	0	0	NR	0
Federal CERCLIS list								
CERCLIS FEDERAL FACILITY	0.500 0.500		0 0	0	0	NR NR	NR NR	0 0
Federal CERCLIS NFRAI	site List							
CERC-NFRAP	0.500		0	0	0	NR	NR	0
Federal RCRA CORRAC	TS facilities lis	st						
CORRACTS	1.000		0	0	0	0	NR	0
Federal RCRA non-CORI	RACTS TSD fa	acilities list						
RCRA-TSDF	0.500		0	0	0	NR	NR	0
Federal RCRA generator	s list							
RCRA-LQG RCRA-SQG RCRA-CESQG	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
Federal institutional contention engineering controls reg								
US ENG CONTROLS US INST CONTROL LUCIS	0.500 0.500 0.500		0 0 0	0 0 0	0 0 0	NR NR NR	NR NR NR	0 0 0
Federal ERNS list								
ERNS	TP		NR	NR	NR	NR	NR	0
State- and tribal - equival	ent CERCLIS							
SSU	1.000		0	0	0	0	NR	0
State and tribal landfill ar solid waste disposal site								
SWF/LF LF SPECIAL WASTE IL NIPC CCDD	0.500 0.500 0.500 0.500		0 0 0	0 0 0 0	0 0 0 0	NR NR NR NR	NR NR NR NR	0 0 0
State and tribal leaking s	torage tank lis	sts						
LUST	0.500		0	0	0	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
LUST TRUST INDIAN LUST	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0
State and tribal registere	ed storage tar	ık lists						
UST INDIAN UST FEMA UST	0.250 0.250 0.250		0 0 0	0 0 0	NR NR NR	NR NR NR	NR NR NR	0 0 0
State and tribal institution control / engineering control /		s						
ENG CONTROLS INST CONTROL	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0
State and tribal voluntary	y cleanup site	s						
SRP INDIAN VCP	0.500 0.500		0 0	0	0	NR NR	NR NR	0 0
State and tribal Brownfie	lds sites							
BROWNFIELDS	0.500		0	0	0	NR	NR	0
ADDITIONAL ENVIRONMEN	TAL RECORDS							
Local Brownfield lists								
US BROWNFIELDS	0.500		0	0	0	NR	NR	0
Local Lists of Landfill / S Waste Disposal Sites	olid							
ODI DEBRIS REGION 9	0.500 0.500		0 0	0 0	0 0	NR NR	NR NR	0 0
INDIAN ODI	0.500		0	0	0	NR	NR	0
Local Lists of Hazardous Contaminated Sites	waste /							
US CDL CDL	TP TP		NR	NR	NR	NR	NR	0
US HIST CDL	TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
Local Land Records								
LIENS 2	TP		NR	NR	NR	NR	NR	0
Records of Emergency R	elease Repor	ts						
HMIRS SPILLS	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0 0
SPILLS 90	TP		NR	NR	NR	NR	NR	0
Other Ascertainable Reco								
RCRA NonGen / NLR DOT OPS DOD	0.250 TP 1.000		0 NR 0	0 NR 0	NR NR 0	NR NR 0	NR NR NR	0 0 0
FUDS	1.000		Ö	ő	0	0	NR	0

Database	Search Distance	Target	- 4/0	4/0 4/4	4/4 4/0	4/0		Total
Database	(Miles)	Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Plotted
CONSENT ROD UMTRA US MINES TRIS TSCA FTTS HIST FTTS SSTS ICIS PADS MLTS RADINFO FINDS RAATS RMP UIC NPDES HWAR DRYCLEANERS IMPDMENT AIRS TIER 2 INDIAN RESERV SCRD DRYCLEANERS US FIN ASSUR COAL ASH DOE LEAD SMELTERS Financial Assurance US AIRS COAL ASH PIMW BOL EPA WATCH LIST 2020 COR ACTION PRP COAL ASH EPA CHICAGO ENV	1.000 1.000 0.500 0.250 TP	riopeity	   0000RRRRRRRRRRRRRRRROORROORRRRRRROORROO			0 0 R R R R R R R R R R R R R R R R R	<ul><li>│ RRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRRR</li></ul>	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
PCB TRANSFORMER	TP		NR	NR	NR	NR	NR	0
EDR HIGH RISK HISTORICAL	RECORDS							
EDR Exclusive Records								
EDR MGP EDR US Hist Auto Stat EDR US Hist Cleaners EDR RECOVERED GOVERNM	1.000 0.250 0.250	ES	0 0 0	0 0 0	0 NR NR	0 NR NR	NR NR NR	0 0 0
		<del></del>						
Exclusive Recovered Gov								
RGA LUST	TP		NR	NR	NR	NR	NR	0

Database	Search Distance (Miles)	Target Property	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
RGA HWS RGA LF	TP TP		NR NR	NR NR	NR NR	NR NR	NR NR	0

### NOTES:

TP = Target Property

NR = Not Requested at this Search Distance

Sites may be listed in more than one database

Map ID Direction	MAP FINDINGS		
Distance			EDR ID Number
Elevation	Site	Database(s)	EPA ID Number

NO SITES FOUND

ij	Acronym		A troumand	(		:
_	AIRS	Air Inventory Listing	Hissis EDA	STOCK DATE	Arvi. Date	Active Date
	BOL	Bureau of Land Inventory Database		12/31/2013	04/18/2014	05/13/2014
! =	RPOWNEIELDS	Municipal Drawmfolds Defended	Illinois Environmental Protection Agency	06/20/2014	06/23/2014	07/08/2014
! =	BPOWALETE	Bodouglosson Archevelopinent Grant Program Project De	Illinois Environmental Protection Agency	02/11/2010	07/31/2014	09/08/2014
٠.		Redevelopment Assessment Database	Illinois Environmental Protection Agency	07/28/2014	07/30/2014	09/08/2014
<u>.</u> -	יי מינות מינות	Clean Construction or Demolition Debris	Illinois EPA	07/28/2014	07/30/2014	09/08/2014
٠.	CUL	Meth Drug Lab Site Listing	Department of Public Health	07/17/2014	07/30/2014	09/08/2014
⊒ :	CHICAGO ENV	Environmental Records Dataset	Chicago Department of Public Health	05/28/2014	06/26/2014	06/27/2014
	COAL ASH	Coal Ash Site Listing	Illinois EPA	10/01/2011	03/00/2012	04/10/2012
<u></u>	DRYCLEANERS	Illinois Licensed Drycleaners	Drycleaner Environmental Response Trust Fund	08/25/2014	08/26/2014	09/08/3014
<u> </u>	ENG CONTROLS	Sites with Engineering Controls	Illinois Environmental Drotoction Accord	4100/00/20	00/20/2014	03/00/2014
_	Financial Assurance	Financial Assurance Information Listing	Illinois Environmental Drotodion Agency	07/03/2014	07/08/2014	07/16/2014
_	HWAR		Illinois Elivinoi il refittat midection Agency	06/13/2014	06/13/2014	06/27/2014
=	EMA SPILLS	1	Ellinois Elya	12/31/2012	08/14/2014	09/11/2014
i =	HIDO CELO	Illinois Effection vialidagement Agency Spilis	Illinois Emergency Management Agency	08/05/2014	08/06/2014	09/11/2014
<u>.</u> =		Solid waste Landfill Inventory	Northeastern Illinois Planning Commission	08/01/1988	08/01/1994	08/12/1994
<u>.</u>		Surface Impoundment Inventory	Illinois Waste Management & Research Center	12/31/1980	03/08/2002	06/03/2002
٠ ا	inst Control	Institutional Controls	Illinois Environmental Protection Agency	07/03/2014	07/08/2014	07/16/2014
닢 :	LF SPECIAL WAS IE	Special Waste Site List	Illinois EPA	01/01/1990	06/17/2009	07/15/2009
: ك	LF WMRC	Waste Management & Research Center Landfill Database	Department of Natural Resources	12/31/2001	10/06/2006	11/06/2006
. ي	LUST	Leaking Underground Storage Tank Sites	Illinois Environmental Protection Agency	07/16/2014	07/30/2014	09/08/2014
: ك	LUST TRUST	Underground Storage Tank Fund Payment Prioirty List	Illinois EPA	06/24/2014	07/30/2014	09/08/2014
ايد	NPDES	A Listing of Active Permits	Illinois EPA	04/16/2014	04/18/2014	05/00/2014
	PIMW	Potentially Infectious Medical Waste	Illinois FPA	04/10/2014	04/10/2014	03/03/04/20
<u></u>	RGA HWS	Recovered Government Archive State Hazardous Maste Eagilitia	Donothing of Material Description	00/23/2014	05/25/2014	07/16/2014
_	RGALF	Recovered Covernment Archive Colid Mosts Equition 1:34	Department of Natural Resources		07/01/2013	12/30/2013
! ==	RGA LIST		Illinois Environmental Protection Agency		07/01/2013	01/10/2014
! =	Spiris	Recovered Government Archive Leaking Underground Storage Tan	Illinois Environmental Protection Agency		07/01/2013	12/30/2013
<u> </u>	SPILES	State spins	Illinois EPA	07/17/2014	07/18/2014	07/25/2014
۔ ي	371LL3 90	SPILLS90 data from FirstSearch	FirstSearch	07/18/2012	01/03/2013	03/15/2013
٠ يـ	1 YY	Site Remediation Program Database	Illinois Environmental Protection Agency	07/03/2014	07/08/2014	07/16/2014
⊒ :	550	State Sites Unit Listing	Illinois Environmental Protection Agency	08/12/2014	08/14/2014	09/11/2014
<u></u> :	SWF/LF	Available Disposal for Solid Waste in Illinois - Solid Waste	Illinois Environmental Protection Agency	12/31/2013	07/31/2014	09/08/2014
_	TIER 2	Tier 2 Information Listing	Illinois Emergency Management Agency	12/31/2013	08/19/2014	09/11/2014
<u>_</u>	nic	Underground Injection Wells	Illinois EPA	06/05/2014	06/06/2014	06/30/2014
≟.	UST	Underground Storage Tank Facility List	Illinois State Fire Marshal	07/28/2014	07/30/2014	00/10/2014
S	2020 COR ACTION	2020 Corrective Action Program List	Environmental Protection Agency	11/11/2014	05/18/2014	09/19/2014
S	BRS	Biennial Reporting System	EPA/NTIS	12/31/2011	02/10/2012	03/23/2012
S	CERCLIS	Comprehensive Environmental Response, Compensation, and Liah	FPA	10/26/2012	14/14/2013	04/19/2013
S	CERCLIS-NFRAP	CERCLIS No Further Remedial Action Planned	LOA.	10/25/2013	11/11/2013	02/13/2014
S	COAL ASH DOE	Sleam-Electric Plan Operation Data	Department of Energy	10/23/2013	00007/20/13	02/13/2014
Sn	COAL ASH EPA	Coal Combustion Residues Surface Impoundments Liet	Environmental Distraction Assessed	07/04/0044	00/1/2009	10/22/2009
S	CONSENT	Superfund (CERCI A) Consent Decrees	Department of Indian Contact Department of Indian	40//01/2014	09/10/2014	10/20/2014
Sn	CORRACTS	Corrective Action Report	Department of Justice, Consent Decree Library	06/40/2013	01/24/2014	02/24/2014
Sn	DEBRIS REGION 9	Torres Martinez Reservation Illegal Dumo Site Locations	FDA Benion 0	04/13/2000	07/02/2014	09/18/2014
Sn	DELISTED NPL	National Priority List Deletions	0 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	10/05/2009	03/07/2003	09/21/2009
S	DOD	Department of Defense Sites	SEST	12/31/2005	11/11/2013	01/28/2014
S	DOT OPS	Incident and Accident Data	Department of Transporation Office of Diseli	02/34/2042	00/2/00	01/11/2007
S	EDR MGP	EDR Proprietary Manufactured Gas Plants	EDR Inc	0//3//2012	7107/10/00	7107/01/60
S	EDR US Hist Auto Stat	EDR Exclusive Historic Gas Stations	EDR, Inc.			

to !	Acronym	Fuil Name	Government Agency	Gov Date	Arvl. Date	Active Date
3 9	EDR US Hist Cleaners	EDR Exclusive Historic Dry Cleaners	EDR, Inc.			
0	EPA WALCH LIST	EPA WAICH LIST	Environmental Protection Agency	08/30/2013	03/21/2014	06/17/2014
200		Emergency Response Notification System	National Response Center, United States Coast	09/29/2014	09/30/2014	11/06/2014
25	FEDERAL FACILITY	Federal Facility Site Information listing	Environmental Protection Agency	07/21/2014	10/07/2014	10/20/2014
S	FEDLAND	Federal and Indian Lands	U.S. Geological Survey	12/31/2005	9006/90/60	01/11/2007
S	FEMA UST	Underground Storage Tank Listing	FEMA	01/01/2010	02/16/2010	04/12/2010
S	FINDS	Facility Index System/Facility Registry System	БРА	08/46/2014	00/10/0014	10/00/0014
S	FTTS	FIFRA/ TSCA Tracking System - FIFRA (Federal Insecticide Fil	EPA/Office of Prevention Desticides and Toxi	00/10/2000	04/46/2000	10/20/2014
SO	FTTS INSP	FIFRA (Federal Insecticide	EDA	04/09/2009	04/16/2009	05/11/2009
S	FUDS			04/03/2003	04/10/2003	6007/11/60
S	HIST FTTS	FIFBATSCA Tracking System Administrative Case Lieting	U.S. Army Corps of Engineers	06/06/2014	09/10/2014	09/18/2014
9 2	HIST ETTS INSP	TITO A TOO A TANKING OF SECTION OF THE SECTION OF T	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
3 5		FIFRAVISICA Tracking System Inspection & Enforcement Case Lis	Environmental Protection Agency	10/19/2006	03/01/2007	04/10/2007
n c	טאואור פופי	Hazardous Materials Information Reporting System	U.S. Department of Transportation	09/30/2014	10/01/2014	11/06/2014
3	2	Integrated Compliance Information System	Environmental Protection Agency	07/31/2014	10/29/2014	11/06/2014
S	INDIAN LUST R1	Leaking Underground Storage Tanks on Indian Land	EPA Region 1	02/01/2013	05/01/2013	11/01/2013
S	INDIAN LUST R10	Leaking Underground Storage Tanks on Indian Land	EPA Region 10	05/20/2014	06/10/2014	08/22/2014
S	INDIAN LUST R4	Leaking Underground Storage Tanks on Indian Land	EPA Region 4	07/30/2014	08/12/2014	08/22/2014
S	INDIAN LUST R5	Leaking Underground Storage Tanks on Indian Land	EPA. Region 5	08/04/2014	08/05/2014	08/22/2014
S	INDIAN LUST R6	Leaking Underground Storage Tanks on Indian Land	EPA Region 6	05/14/2014	06/16/2014	07/15/2014
S	INDIAN LUST R7	Leaking Underground Storage Tanks on Indian Land	EDA Region 7	05/14/2014	09/13/2014	07/13/2014
S	INDIAN LUST R8	Baking Underground Storage Tanks on Indian Land		90,777,014	00/22/2014	09/10/2014
SO	INDIAN LUST R9	Leaving Compagning Sprage Tanks on Indian Land	o included the control of the contro	08/13/2014	08/15/2014	08/22/2014
S	INC NAIGNI	Deport on the Status of Ones Duming on Indian County	Environmental Protection Agency	03/01/2013	03/01/2013	04/12/2013
2	INDIAN PENEBY	report of the status of Open Durips of Indian Lands	Environmental Protection Agency	12/31/1998	12/03/2007	01/24/2008
3 2	INDIAN IST DA	Indian Reservations	USGS	12/31/2005	12/08/2006	01/11/2007
3 2	A LOS INVIGIN	Underground Storage Lanks on Indian Land	EPA, Region 1	02/01/2013	05/01/2013	01/27/2014
3 2	ON TO LOUISING THE	Underground Storage Tanks on Indian Land	EPA Region 10	05/20/2014	06/10/2014	08/15/2014
0 (	TO HOUSE	Underground Storage Lanks on Indian Land	EPA Region 4	07/30/2014	08/12/2014	08/22/2014
2 2	INDIAN UST R5	Underground Storage Tanks on Indian Land	EPA Region 5	08/04/2014	08/05/2014	08/22/2014
3 3	INDIAN UST R6	Underground Storage Tanks on Indian Land	EPA Region 6	10/06/2014	10/29/2014	11/06/2014
20 0	INDIAN UST R7	Underground Storage Tanks on Indian Land	EPA Region 7	08/20/2014	08/22/2014	09/18/2014
20 5	NOIAN UST R8	Underground Storage Tanks on Indian Land	EPA Region 8	08/13/2014	08/15/2014	08/22/2014
3	INDIAN USI Re	Underground Storage Tanks on Indian Land	EPA Region 9	08/14/2014	08/15/2014	08/22/2014
2 3	INDIAN VCF K1	Voluntary Cleanup Priority Listing	EPA, Region 1	09/29/2014	10/01/2014	11/06/2014
3 3	INDIAN VCP RV	Voluntary Cleanup Priority Lisiting	EPA, Region 7	03/20/2008	04/22/2008	05/19/2008
3 3	LEAD SMELTER 1	Lead Smelter Sites	Environmental Protection Agency	06/04/2014	06/12/2014	07/28/2014
3 3	LEAD SMELLER Z	Lead Smelter Sites	American Journal of Public Health	04/05/2001	10/27/2010	12/02/2010
S :	LIENS 2	CERCLA Lien Information	Environmental Protection Agency	02/18/2014	03/18/2014	04/24/2014
S)	LUCIS	Land Use Control Information System	Department of the Navy	08/29/2014	10/09/2014	10/20/2014
S	MLTS	Material Licensing Tracking System	Nuclear Regulatory Commission	07/22/2013	08/02/2013	11/01/2013
S	NPL	National Priority List	EPA	10/25/2013	11/11/2013	01/28/2014
S	NPL LIENS	Federal Superfund Liens	EPA	10/15/1991	02/02/1004	03/30/1994
S	IQO	Open Dump Inventory	Environmental Protection Agency	06/30/1095	08/00/2004	00/17/0004
S	PADS	PCB Activity Database System	EPA	06/01/2013	06/09/2004	11/01/2004
S	PCB TRANSFORMER	PCB Transformer Registration Database	Environmental Protection Agency	02/04/2013	10/10/2013	04/40/2013
S	PRP	Potentially Responsible Parties	EPA	10/25/2013	10/17/2014	10/20/2014
S	Proposed NPL	Proposed National Priority List Sites	БРА	10/25/2013	11/11/2014	01/20/2014
S	RAATS	RCRA Administrative Action Tracking System	E P A	04/17/1005	17/11/2013	01/28/2014
				04/1/1800	0/100/1880	08/01/1880

ij	Acronym	Full Name	Government Agency	9		
SN	S RADINFO	Radiation Information Database	Environmental Protection Agency	10/07/2014	10/00/014	400000044
SO	S RCRA NonGen / NLR	RCRA - Non Generators	Environmental Destrotion Agency	10000000	10/00/2014	10/20/2014
SO		RCRA - Conditionally Exempt Small Quantity Generators	Environmental Protection Agency	00/10/2014	07/02/2014	09/18/2014
S		RCRA - I ame Ottantity Generators	Cariosamentel Period Agency	00/10/2014	07/02/2014	09/18/2014
S		BCBA - Small Outputtiv Congrators	Elivioring region Agency	06/10/2014	07/02/2014	09/18/2014
0 0		Corona Chairing Generalors	Environmental Protection Agency	06/10/2014	07/02/2014	09/18/2014
2 2		RCRA - Treatment, Storage and Disposal	Environmental Protection Agency	06/10/2014	07/02/2014	09/18/2014
ה ה ה		Kisk Management Plans	Environmental Protection Agency	08/01/2014	08/12/2014	11/06/2014
" :		Records Of Decision	EPA	11/25/2013	12/12/2013	02/24/2014
S :		State Coalition for Remediation of Drycleaners Listing	Environmental Protection Agency	03/07/2011	03/09/2011	05/02/2011
S		Section 7 Tracking Systems	EPA	12/31/2009	12/10/2010	02/25/2011
S		Toxic Chemical Release Inventory System	EPA	12/31/2011	07/31/2013	09/13/2013
S	S TSCA		AGH	12/31/2006	00/20/2010	10/00/0040
S	3 UMTRA	Uranium Mill Tailings Sites	Denartment of Energy	00044/000	40/02/2010	12/02/2010
SN	S US AIRS (AFS)	Aerometric Information Retrieval System Facility Subsystem /	EDA FINANCIA OF LITER BY	10/14/2010	10/07/2011	19/00/0012
S				10/23/2013	11/06/2013	12/06/2013
S		A listing of Brownfields Office		10/23/2013	11/06/2013	12/06/2013
0 =		Chardooting Of the Laboration Date Laboration	Environmental Protection Agency	09/22/2014	09/23/2014	10/20/2014
5 5		Claridestine Urug Labs	Drug Enforcement Administration	07/25/2014	09/09/2014	10/20/2014
2 3		Engineering Controls Sites List	Environmental Protection Agency	09/18/2014	09/19/2014	10/20/2014
S		Financial Assurance Information	Environmental Protection Agency	09/04/2014	09/04/2014	10/20/2014
Sn	S US HIST CDL	National Clandestine Laboratory Register	Drig Enforcement Administration	07/05/2014	00/00/00/14	10,000014
SO	S US INST CONTROL	Sites with Institutional Controls	Confrommental Defention Agents	4102/27/10	09/09/2014	10/20/2014
S		Mines Master Index File	Condition of the condit	09/18/2014	09/19/2014	10/20/2014
			Department of Labor, Mine Safety and Health A	01/30/2014	03/05/2014	07/15/2014
C	CT MANIFEST	Hazardous Waste Manifest Data	Department of Energy & Environmental Protecti	07/30/2013	08/10/2012	40030043
3	NJ MANIFEST	Manifest Information	Department of Environmental Protection	12/31/2013	02/10/2013	10/03/2013
ž	NY MANIFEST	Facility and Manifest Data	Denartment of Environmental Conservation	08/01/2014	00/7/2012	40(17)0014
PA	N PA MANIFEST	Manifest Information	Department of Environmental Department	42/24/2014	00/07/2014	10/11/2014
æ	RI MANIFEST	Manifest information	Department of Environmental Management	12/31/2013	07/4 1/2014	08/25/2014
₹	WI MANIFEST	Manifest Information	Department of Natural Resources	12/31/2013	06/20/2014	08/13/2014
S	oll/Gas Pipelines	GeoData Digital Line Graphs from 1:100,000-Scale Maps	nses			
SO	S AHA Hospitals	Sensitive Receptor, AHA Hospitals	American Hoenital Association Inc			
S	Medical Centers	Sensitive Receptor: Medical Centers	Centers for Medicare & Medicald Conjuga			
S	Nursing Homes	Sensitive Receptor: Nursing Homes	National Institutes of Doubt			
S		Sensitive Receptor: Public Schools	National Contact for Education Statistics			
S		Sensitive Receptor: Private Schools	National Center for Education Statistics			
팯	Daycare Centers	Sensitive Receptor: Homes & Centers Listing	Department of Children & Family Services			
SN NS	Flood Zones NVVI	100-year and 500-year flood zones National Wetlands Inventory	Emergency Management Agency (FEMA) U.S. Fish and Wildlife Service			

St Acronym Full Name
US USGS 7.5' Topographic Map Scanned Digital USGS 7.5' Topographic Map (DRG)

Government Agency USGS

Gov Date Arvi. Date Active Date

### STREET AND ADDRESS INFORMATION

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### **TESTING SERVICE CORPORATION**

### **GENERAL CONDITIONS**

### **ENVIRONMENTAL SERVICES**

1, PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the alfocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.

2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") Include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestoscontaining materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

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

4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants, Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur, if Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.

5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

### ${\bf 6.\ DISCOVERY\ OF\ UNANTICIPATED\ CONTAMINANTS:}$

The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

### 7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND

TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

- 9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations and test results as more specifically set forth elsewhere in this agreement, in such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.
- 10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.
- 11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.
- 12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.
- 13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

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

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

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

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmiess each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

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

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



### **MEMORANDUM**

- Rock Island District Nationwide Permit (NWP) #3
- ✓ NOI Permitting

TO: Files and De Kalb County Division of Transportation/IDOT Programming

FROM: Strand Associates, Inc. (JRM/RRD)

DATE: November 25, 2014, Updated January 8, 2015

RE: USACE Rock Island District - Nationwide Permit #3 non-reporting, IDNR no contact requirement,

and required NOI Submittal to IEPA for disturbance over 1 acre.

This is documentation that the below listed bridge replacement(s) project involving two similar bridges located within an area 2,800 feet west- to the intersection of South Paw Paw Road/Goble Road in rural DeKalb County. The project title and the latitude and longitude of bridge locations are noted below:

South Paw Paw Road, Town Road No. 245

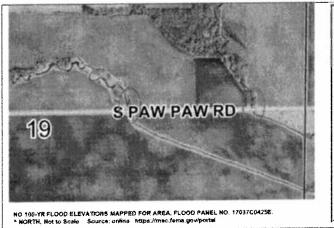
West Branch of Paw Paw Run Creek: Lat: 41.664936 Long: -88.923480 East Branch of Paw Paw Run Creek: Lat: 41.665059 Long: -88.918077

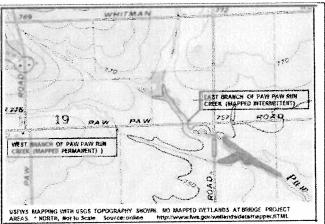
Bridge Replacement of Structures Nos. 019-5500 and 019-5501 (Single Span Bridges)

Section No. 13-11109-01-Br, Project and Job No. TBD

Section 19, Township 37 N, Range 3 East, 3rd Principal Meriden (Paw Paw Quadrangle)

DeKalb County, Illinois, and Illinois Department of Transportation





The figures shown above illustrate that no 100 YR FEMA floodplains (left aerial) and no USFWS mapped wetlands (topographical map right) exist within the project limits.

The project appears to be qualified for a U.S. Army Corps of Engineers, Rock Island District Nationwide Permit # 3 (Maintenance) at a minimum, and alternatively NWP # 14 (Linear Transportation Projects). The project appears to fall under maintenance of existing structure and to date the stream channel modifications are limited to the minimum necessary for the bridge replacements. Under these conditions, it is our understanding that notification to the USACE is not required. Should substantial channel modification or alteration from existing conditions become evident, designers or construction staff will notify the USACE. As such the NWP #14 would appear to similarly apply. Note that it is understood that if NWP #14 is required, there would be a requirement for Pre-construction Notification. This is since wetlands could be impacted on the northwest side of the West Branch structure. Final design as of December 2014 has not identified the need for such potential impacts.

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NWP #3 Permit Memo Page 2 November 26, 2014, Updated January 8, 2015

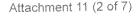
Environmental/Biological clearance was provided January 5, 2015 (See Attachments of Project Report) by IDOT Bureau of Design and Engineering (BDE). The project is not in a mapped 100 YR floodplain area as per Rural DeKalb FEMA mapping. No wetlands are mapped as existing within the project according to the United States Fish & Wildlife Service (USFWS) wetland mapper. The area does contain both a permanent blue-line USGS mapped waterway (West Branch) and an intermittent, blue-line USGS mapped waterway (East Branch of Paw Paw Run Creek). Based on the permanent waters and mapped hydric soils, Strand Associates Inc., completed a wetland review in October 2014. The two waterways were identified as Waters of the US (WOUS) and an adjacent wet-willow-reed canarygrass meadow wetland was identified on the northwest side of the West Branch of Paw Paw Creek. It appears to be a jurisdictional wetland (non-isolated). The delineation was finalized in December 2014 and was submitted with the initial engineering drawings after the Project Development Report in December 2014.

Strand staff discussed the project with the USACE recently via calls to Donna Jones and Kirsten Brown at (309) 794-5057 on November 26, 2014 and January 6, 2015. Calls confirmed the applicability of NWP #3. A submittal will not be submitted to the USACE. A January 7, 2015 email from the USACE and this record of coordination and documentation that the project appears to meet the requirements of NWP #3 will be retained. This memo documents that requirement.

The project will comply with IDOT standard specifications. Including items related to screening, environmental protection, in-stream work, and reconstruction standards. Review of Section 7 (IDNR Permits) from IDOT local roads guidance was also reviewed.

- 1. Drainage area of each structure is less than 10 square miles (approximately 5.3 and 3.4 square miles for west and east bridges respectively). No IDNR permitting or notification is applicable.
- 2. Length of structures will only be slightly extended from 50' to a proposed 58.5' to avoid the existing abutment areas and pilings. The streams are incised and stream bottoms and slopes have eroded to below the elevations of the past construction. Final grades are shown on the plans. Estimated post-construction depths of water are between 1.5 and 4.3 feet depending on season. The profile of the bridge will change increase 0.83- to 1.14-foot from current road surface elevations of 761.96 (West Branch) and 752.86 (East Branch) to approximately 762.79 (West Branch) and 754.03 (East Branch). Wetland excavation and stabilization disturbance limits are estimated at 0.046 Acres (west) and 0.032 Acres (east). The wetland impact evaluation form was submitted to IDOT BDE on-line January 7, 2015 and hard copy annotated sheets January 8th.
- 3. Standard IDOT specifications, standards, bidding, letting will apply. The total disturbance area for each structure will be between 0.5 and 0.7 acres and an NPDES Notice of Intent (NOI) will be required due to a total disturbance area over 1 acre.
- 4. No outstanding resource waters, nor 303(d) impaired waters are located on the project.
- 5. NWP #3 permit requirements requiring the ecological compliance assessment tool (ECOCAT) evaluation, per and to meet IEPA Water Quality Certification General Condition No. 3, was met according to the BDE Biological and Historical Clearances. No potential impacts to state threatened or endangered species have been identified. No IDNR T&E species coordination is required.
- 6. IEPA No separate contact was initiated with IEPA in Springfield (217-782-3362) because of the above described conditions. One standing condition of the general conditions for the NWP's is contained on the notes to construction regarding in-stream work. "MATERIAL EXCAVATED FROM THE CHANNEL SHALL NOT BE RETURNED TO THE WATERWAY OR PLACED IN WETLANDS". Please note that no extended stream bank stabilization or other needs of the project were deemed necessary within the project limits during pre-final design. Designed structures are as based on Hydraulic reports of November 2014.





Structure Tidal wetland Vegetated shallows Waterbody

### **B.** Nationwide Permits

- 1. <u>Aids to Navigation</u>. The placement of aids to navigation and regulatory markers which are approved by and installed in accordance with the requirements of the U.S. Coast Guard (see 33 CFR, chapter I, subchapter C, part 66). (Section 10)
- 2. <u>Structures in Artificial Canals</u>. Structures constructed in artificial canals within principally residential developments where the connection of the canal to a navigable water of the United States has been previously authorized (see 33 CFR 322.5(g)). (Section 10)
- 3. Maintenance. (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.
- (b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

- (c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.
- (d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

- 4. Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities. Fish and wildlife harvesting devices and activities such as pound nets, crab traps, crab dredging, eel pots, lobster traps, duck blinds, and clam and oyster digging, fish aggregating devices, and small fish attraction devices such as open water fish concentrators (sea kites, etc.). This NWP does not authorize artificial reefs or impoundments and semi-impoundments of waters of the United States for the culture or holding of motile species such as lobster, or the use of covered oyster trays or clam racks. (Sections 10 and 404)
- 5. Scientific Measurement Devices. Devices, whose purpose is to measure and record scientific data, such as staff gages, tide and current gages, meteorological stations, water recording and biological observation devices, water quality testing and improvement devices, and similar structures. Small weirs and flumes constructed primarily to record water quantity and velocity are also authorized provided the discharge is limited to 25 cubic yards. Upon completion of the use of the device to measure and record scientific data, the measuring device and any other structures or fills associated with that device (e.g., foundations, anchors, buoys, lines, etc.) must be removed to the maximum extent practicable and the site restored to preconstruction elevations. (Sections 10 and 404)
- 6. <u>Survey Activities</u>. Survey activities, such as core sampling, seismic exploratory operations, plugging of seismic shot holes and other exploratory-type bore holes, exploratory trenching, soil surveys, sampling, sample plots or transects for wetland delineations, and historic resources surveys. For the purposes of this NWP, the term "exploratory trenching" means mechanical land clearing of the upper soil profile to expose bedrock or substrate, for the purpose of mapping or sampling the exposed material. The area in which the exploratory trench is dug must be restored to its pre-construction elevation upon completion of the work and must not drain a water of the United States. In wetlands, the top 6 to 12 inches of the trench should

normally be backfilled with topsoil from the trench. This NWP authorizes the construction of temporary pads, provided the discharge does not exceed 1/10-acre in waters of the U.S. Discharges and structures associated with the recovery of historic resources are not authorized by this NWP. Drilling and the discharge of excavated material from test wells for oil and gas exploration are not authorized by this NWP; the plugging of such wells is authorized. Fill placed for roads and other similar activities is not authorized by this NWP. The NWP does not authorize any permanent structures. The discharge of drilling mud and cuttings may require a permit under Section 402 of the Clean Water Act. (Sections 10 and 404)

7. <u>Outfall Structures and Associated Intake Structures</u>. Activities related to the construction or modification of outfall structures and associated intake structures, where the effluent from the outfall is authorized, conditionally authorized, or specifically exempted by, or otherwise in compliance with regulations issued under the National Pollutant Discharge Elimination System Program (Section 402 of the Clean Water Act). The construction of intake structures is not authorized by this NWP, unless they are directly associated with an authorized outfall structure.

<u>Notification</u>: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) (Sections 10 and 404)

8. Oil and Gas Structures on the Outer Continental Shelf. Structures for the exploration, production, and transportation of oil, gas, and minerals on the outer continental shelf within areas leased for such purposes by the Department of the Interior, Bureau of Ocean Energy Management. Such structures shall not be placed within the limits of any designated shipping safety fairway or traffic separation scheme, except temporary anchors that comply with the fairway regulations in 33 CFR 322.5(l). The district engineer will review such proposals to ensure compliance with the provisions of the fairway regulations in 33 CFR 322.5(l). Any Corps review under this NWP will be limited to the effects on navigation and national security in accordance with 33 CFR 322.5(f), as well as 33 CFR 322.5(l) and 33 CFR part 334. Such structures will not be placed in established danger zones or restricted areas as designated in 33 CFR part 334, nor will such structures be permitted in EPA or Corps designated dredged material disposal areas.

<u>Notification</u>: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) (Section 10)

- 9. <u>Structures in Fleeting and Anchorage Areas</u>. Structures, buoys, floats and other devices placed within anchorage or fleeting areas to facilitate moorage of vessels where the U.S. Coast Guard has established such areas for that purpose. (Section 10)
  - 10. Mooring Buoys. Non-commercial, single-boat, mooring buoys. (Section 10)
- 11. <u>Temporary Recreational Structures</u>. Temporary buoys, markers, small floating docks, and similar structures placed for recreational use during specific events such as water skiing competitions and boat races or seasonal use, provided that such structures are removed within 30 days after use has been discontinued. At Corps of Engineers reservoirs, the reservoir manager must approve each buoy or marker individually. (Section 10)

12. <u>Utility Line Activities</u>. Activities required for the construction, maintenance, repair, and removal of utility lines and associated facilities in waters of the United States, provided the activity does not result in the loss of greater than 1/2-acre of waters of the United States for each single and complete project.

<u>Utility lines</u>: This NWP authorizes the construction, maintenance, or repair of utility lines, including outfall and intake structures, and the associated excavation, backfill, or bedding for the utility lines, in all waters of the United States, provided there is no change in preconstruction contours. A "utility line" is defined as any pipe or pipeline for the transportation of any gaseous, liquid, liquescent, or slurry substance, for any purpose, and any cable, line, or wire for the transmission for any purpose of electrical energy, telephone, and telegraph messages, and radio and television communication. The term "utility line" does not include activities that drain a water of the United States, such as drainage tile or french drains, but it does apply to pipes conveying drainage from another area.

Material resulting from trench excavation may be temporarily sidecast into waters of the United States for no more than three months, provided the material is not placed in such a manner that it is dispersed by currents or other forces. The district engineer may extend the period of temporary side casting for no more than a total of 180 days, where appropriate. In wetlands, the top 6 to 12 inches of the trench should normally be backfilled with topsoil from the trench. The trench cannot be constructed or backfilled in such a manner as to drain waters of the United States (e.g., backfilling with extensive gravel layers, creating a french drain effect). Any exposed slopes and stream banks must be stabilized immediately upon completion of the utility line crossing of each waterbody.

<u>Utility line substations</u>: This NWP authorizes the construction, maintenance, or expansion of substation facilities associated with a power line or utility line in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not result in the loss of greater than 1/2-acre of waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters of the United States to construct, maintain, or expand substation facilities.

<u>Foundations for overhead utility line towers, poles, and anchors</u>: This NWP authorizes the construction or maintenance of foundations for overhead utility line towers, poles, and anchors in all waters of the United States, provided the foundations are the minimum size necessary and separate footings for each tower leg (rather than a larger single pad) are used where feasible.

Access roads: This NWP authorizes the construction of access roads for the construction and maintenance of utility lines, including overhead power lines and utility line substations, in non-tidal waters of the United States, provided the activity, in combination with all other activities included in one single and complete project, does not cause the loss of greater than 1/2-acre of non-tidal waters of the United States. This NWP does not authorize discharges into non-tidal wetlands adjacent to tidal waters for access roads. Access roads must be the minimum width necessary (see Note 2, below). Access roads must be constructed so that the length of the road minimizes any adverse effects on waters of the United States and must be as near as possible to pre-construction contours and elevations (e.g., at grade corduroy roads or geotextile/gravel roads). Access roads constructed above pre-construction contours and elevations in waters of the United States must be properly bridged or culverted to maintain surface flows.

This NWP may authorize utility lines in or affecting navigable waters of the United States even if there is no associated discharge of dredged or fill material (See 33 CFR Part 322).

Overhead utility lines constructed over section 10 waters and utility lines that are routed in or under section 10 waters without a discharge of dredged or fill material require a section 10 permit.

This NWP also authorizes temporary structures, fills, and work necessary to conduct the utility line activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if any of the following criteria are met: (1) the activity involves mechanized land clearing in a forested wetland for the utility line right-of-way; (2) a section 10 permit is required; (3) the utility line in waters of the United States, excluding overhead lines, exceeds 500 feet; (4) the utility line is placed within a jurisdictional area (i.e., water of the United States), and it runs parallel to or along a stream bed that is within that jurisdictional area; (5) discharges that result in the loss of greater than 1/10-acre of waters of the United States; (6) permanent access roads are constructed above grade in waters of the United States for a distance of more than 500 feet; or (7) permanent access roads are constructed in waters of the United States with impervious materials. (See general condition 31.) (Sections 10 and 404)

Note 1: Where the proposed utility line is constructed or installed in navigable waters of the United States (i.e., section 10 waters) within the coastal United States, the Great Lakes, and United States territories, copies of the pre-construction notification and NWP verification will be sent by the Corps to the National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), for charting the utility line to protect navigation.

Note 2: Access roads used for both construction and maintenance may be authorized, provided they meet the terms and conditions of this NWP. Access roads used solely for construction of the utility line must be removed upon completion of the work, in accordance with the requirements for temporary fills.

Note 3: Pipes or pipelines used to transport gaseous, liquid, liquescent, or slurry substances over navigable waters of the United States are considered to be bridges, not utility lines, and may require a permit from the U.S. Coast Guard pursuant to Section 9 of the Rivers and Harbors Act of 1899. However, any discharges of dredged or fill material into waters of the United States associated with such pipelines will require a section 404 permit (see NWP 15).

Note 4: For overhead utility lines authorized by this NWP, a copy of the PCN and NWP verification will be provided to the Department of Defense Siting Clearinghouse, which will evaluate potential effects on military activities.

- 13. <u>Bank Stabilization</u>. Bank stabilization activities necessary for erosion prevention, provided the activity meets all of the following criteria:
  - (a) No material is placed in excess of the minimum needed for erosion protection;
- (b) The activity is no more than 500 feet in length along the bank, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;

- (c) The activity will not exceed an average of one cubic yard per running foot placed along the bank below the plane of the ordinary high water mark or the high tide line, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- (d) The activity does not involve discharges of dredged or fill material into special aquatic sites, unless the district engineer waives this criterion by making a written determination concluding that the discharge will result in minimal adverse effects;
- (e) No material is of a type, or is placed in any location, or in any manner, that will impair surface water flow into or out of any waters of the United States;
- (f) No material is placed in a manner that will be eroded by normal or expected high flows (properly anchored trees and treetops may be used in low energy areas); and,
  - (g) The activity is not a stream channelization activity.

This NWP also authorizes temporary structures, fills, and work necessary to construct the bank stabilization activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

Invasive plant species shall not be used for bioengineering or vegetative bank stabilization.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if the bank stabilization activity: (1) involves discharges into special aquatic sites; or (2) is in excess of 500 feet in length; or (3) will involve the discharge of greater than an average of one cubic yard per running foot along the bank below the plane of the ordinary high water mark or the high tide line. (See general condition 31.) (Sections 10 and 404)

14. <u>Linear Transportation Projects</u>. Activities required for the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 31.) (Sections 10 and 404)

Note: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under Section 404(f) of the Clean Water Act (see 33 CFR 323.4).

- 15. <u>U.S. Coast Guard Approved Bridges</u>. Discharges of dredged or fill material incidental to the construction of a bridge across navigable waters of the United States, including cofferdams, abutments, foundation seals, piers, and temporary construction and access fills, provided the construction of the bridge structure has been authorized by the U.S. Coast Guard under Section 9 of the Rivers and Harbors Act of 1899 or other applicable laws. Causeways and approach fills are not included in this NWP and will require a separate section 404 permit. (Section 404)
- 16. Return Water From Upland Contained Disposal Areas. Return water from an upland contained dredged material disposal area. The return water from a contained disposal area is administratively defined as a discharge of dredged material by 33 CFR 323.2(d), even though the disposal itself occurs in an area that has no waters of the United States and does not require a section 404 permit. This NWP satisfies the technical requirement for a section 404 permit for the return water where the quality of the return water is controlled by the state through the section 401 certification procedures. The dredging activity may require a section 404 permit (33 CFR 323.2(d)), and will require a section 10 permit if located in navigable waters of the United States. (Section 404)
- 17. <u>Hydropower Projects</u>. Discharges of dredged or fill material associated with hydropower projects having: (a) Less than 5000 kW of total generating capacity at existing reservoirs, where the project, including the fill, is licensed by the Federal Energy Regulatory Commission (FERC) under the Federal Power Act of 1920, as amended; or (b) a licensing exemption granted by the FERC pursuant to Section 408 of the Energy Security Act of 1980 (16 U.S.C. 2705 and 2708) and Section 30 of the Federal Power Act, as amended.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity. (See general condition 31.) (Section 404)

- 18. <u>Minor Discharges</u>. Minor discharges of dredged or fill material into all waters of the United States, provided the activity meets all of the following criteria:
- (a) The quantity of discharged material and the volume of area excavated do not exceed 25 cubic yards below the plane of the ordinary high water mark or the high tide line;
- (b) The discharge will not cause the loss of more than 1/10-acre of waters of the United States; and
  - (c) The discharge is not placed for the purpose of a stream diversion.

### **CONCRETE WEARING SURFACE**

Effective: June 23, 1994 Revised: February 6, 2013

### Description.

This work consists of placing a concrete wearing surface, to the specified thickness, on precast concrete deck beams. Included in this work is cleaning and preparing the concrete deck beam surface prior to placement of the concrete wearing surface. This work shall be according to the applicable articles of Section 503 and the following.

### Materials.

The concrete wearing surface shall be class BS concrete, except as follows, when Steel Bridge Rail is used in conjunction with concrete wearing surface, the 14 day mix design shall be replaced by a 28 day mix design with a compressive strength of 5000 psi (34,500 kPa) and a design flexural strength of 800 psi (5,500 kPa).

<u>Equipment:</u> The equipment used shall be subject to the approval of the Engineer and shall meet the following requirements:

- (a) Surface Preparation Equipment. Surface preparation equipment shall be according to the applicable portions of Section 1100 and the following:
  - (1) Mechanical Blast Cleaning Equipment. Mechanical blast cleaning may be performed by high-pressure waterblasting or shotblasting. Mechanical blast cleaning equipment shall be capable of removing concrete laitance from the top surface of the deck beams.
    - Mechanical high-pressure waterblasting equipment shall be mounted on a wheeled carriage and shall include multiple nozzles mounted on a rotating assembly, and shall be operated with a 7000 psi (48 MPa) minimum water pressure. The distance between the nozzles and the deck surface shall be kept constant and the wheels shall maintain contact with the deck beam surface during operation.
  - (2) Hand-Held Blast Cleaning Equipment. Blast cleaning using hand-held equipment may be performed by high-pressure waterblasting or abrasive blasting. Hand-held blast cleaning equipment shall have oil traps.
    - Hand-held high-pressure waterblasting equipment that is used in areas inaccessible to mechanical blast cleaning equipment shall have a minimum water pressure of 7000 psi (48 MPa).
  - (3) Vacuum Cleanup Equipment. The equipment shall be equipped with fugitive dust control devices capable of removing wet debris and water all in the same pass. Vacuum equipment shall also be capable of washing the deck with pressurized water prior to the vacuum operation to dislodge all debris and slurry from the deck surface.

(b) Pull-off Test Equipment. Equipment used to perform pull-off testing shall be either approved by the Engineer, or obtained from one of the following approved sources:

James Equipment 007 Bond Tester 800-426-6500 Germann Instruments, Inc. BOND-TEST Pull-off System 847-329-9999

SDS Company DYNA Pull-off Tester 805-238-3229

Pull-off test equipment shall include all miscellaneous equipment and materials to perform the test and clean the equipment, as indicated in the Illinois Test procedure 304 and 305 "Pull-off Test (Surface or Overlay Method)". Prior to the start of testing, the Contractor shall submit to the Engineer a technical data sheet and material safety data sheet for the epoxy used to perform the testing. For solvents used to clean the equipment, a material safety data sheet shall be submitted.

- (c) Concrete Equipment: Equipment for proportioning and mixing the concrete shall be according to Article 1020.03.
- (d) Finishing Equipment. Finishing equipment shall be according to Article 503.03.
- (e) Mechanical Fogging Equipment. Mechanical fogging equipment shall be according to 503.03.

### Surface Preparation.

Prior to placement of the concrete wearing surface, the top surface of the bridge deck beams shall be clean and free of all foreign material and laitance.

Blast cleaning may be performed by either wet sandblasting, high pressure waterblasting, steel shot blasting, shrouded dry sandblasting, dry sandblasting with dust collectors, or other methods approved by the Engineer. Oil traps on blast equipment will be required.

The method used shall be performed so as to conform with air and water pollution regulations of Illinois and also to conform to applicable safety and health regulations. Any method which does not consistently produce satisfactory work and does not conform to the above requirements shall be discontinued and replaced by an acceptable method.

All debris of every type, including dirty water, resulting from the cleaning operation shall be reasonably confined during the performance of the cleaning work and shall be immediately and thoroughly removed from the cleaned surfaces and all other areas where debris may have accumulated.

Prior to placement of the concrete wearing surface, the Engineer will inspect the cleaned surface, all areas still contaminated shall be cleaned again at the Contractor's expense.

After the surface preparation has been completed and before placement of the overlay, the prepared surface will be tested by the Engineer according to the Illinois Test Procedure 304 "Pull-off Test (Surface Method)". The Contractor shall provide the test equipment.

a. Start-up Testing. Prior to the first overlay placement, the Engineer will evaluate the blast cleaning method. The start-up area shall be a minimum of 600 sq. ft. (56 sq. m). After the area has been prepared, six random test locations will be determined by the Engineer, and tested according to the Illinois Test Procedure 304 "Pull-off Test (Surface Method)".

The average of the six tests shall be a minimum of 175 psi (1,207 kPa) and each individual test shall have a minimum strength of 160 psi (1,103 kPa). If the criteria are not met, the Contractor shall adjust the blast cleaning method. Start-up testing will be repeated until satisfactory results are attained.

Once an acceptable surface preparation method is established, it shall be continued for the balance of the work. The Contractor may, with the permission of the Engineer, change the surface preparation method, in which case, additional start-up testing will be required.

b. Lot Testing. After start-up testing has been completed, the following testing frequency will be used. For each structure, each stage will be divided into lots of not more than 4500 sq. ft. (420 sq. m). Three random test locations will be determined by the Engineer for each lot, and tested according to the Illinois Test procedure 304 "Pull-off Test (Surface Method)".

The average of the three tests shall be a minimum of 175 psi (1,207 kPa) and each individual test shall have a minimum strength of 160 psi (1,103 kPa). In the case of a failing individual test or a failing average of three tests, the Engineer will determine the area that requires additional surface preparation by the Contractor. Additional test locations will be determined by the Engineer.

### Wearing Surface Placement.

The concrete wearing surface placement shall be according to Article 503.16 of the Standard Specifications. Dry sandblast cleaned areas to receive the overlay shall be either thoroughly or continuously wetted with water at least one hour before placement of the concrete wearing surface is started. When the surface is pre-wetted any accumulations of water shall be dispersed or removed prior to placement of the concrete wearing surface.

Plans for anchoring support rails and the mixture-placing procedure shall be submitted to the Engineer for approval.

### Curing and Protection.

The concrete shall be continuously wet cured for at least 14 days according to Article 1020.13(a)(5). However, if the minimum specified compressive strength or flexural strength is

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obtained prior to 14 days, the cure time may be reduced, but at no time shall the wet cure be less than 7 days. The concrete shall be protected from low air temperatures according to Article1020.13(d)(1)(2), except the protection method shall remain in place for the entire curing period.

### Opening to Traffic.

The concrete wearing surface without Steel Bridge Rail attached may be opened to traffic when test specimens have obtained a minimum compressive strength of 4000 psi (27,500 kPa) or a minimum flexural strength of 675 psi (4650 kPa), but not prior to the completion of the wet cure. When Steel Bridge Rail is utilized, the concrete wearing surface may be opened when test specimens have obtained a minimum compressive strength of 5000 psi (34,500 kPa) or a minimum flexural strength of 800 psi (5500 kPa), but not prior to the completion of the wet cure.

### Method of Measurement.

Concrete wearing surface will be measured for payment in place and the area computed in square yards (square meters).

### Basis of Payment.

This work including cleaning and surface preparation will be paid for at the contract unit price per square yard (square meter) for CONCRETE WEARING SURFACE, of the thickness specified.

### PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

<u>Description</u>. This work shall consist of furnishing and installing a pipe underdrain system as shown on the plans, as specified herein, and as directed by the Engineer.

Materials. Materials shall meet the requirements as set forth below:

The perforated pipe underdrain shall be according to Article 601.02 of the Standard Specifications. Outlet pipes or pipes connecting to a separate storm sewer system shall not be perforated.

The drainage aggregate shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 16, according to Sections 1003 and 1004 of the Standard Specifications.

The fabric surrounding the drainage aggregate shall be Geotechnical Fabric for French Drains according to Article 1080.05 of the Standard Specifications.

<u>Construction Requirements.</u> All work shall be according to the applicable requirements of Section 601 of the Standard Specifications except as modified below.

The pipe underdrains shall consist of a perforated pipe drain situated at the bottom of an area of drainage aggregate wrapped completely in geotechnical fabric and shall be installed to the lines and gradients as shown on the plans.

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per foot (meter) for PIPE UNDERDRAINS FOR STRUCTURES of the diameter specified. Furnishing and installation of the drainage aggregate, geotechnical fabric, forming holes in structural elements and any excavation required, will not be paid for separately, but shall be included in the cost of the pipe underdrains for structures.



### **CONCRETE DECK BEAMS**

Effective: June 13, 2008 Revised: October 9, 2009

Add the following equipment to Article 504.03.

(c) Mechanical Mixer (Note 1)

1101.19

Note 1: A drill with paddle may be used for mixing small quantities of nonshrink grout. Hand mixing will not be allowed.

Replace the second sentence of the fifth paragraph of Article 504.06(d) with the following.

Dowels at the fixed ends of the deck beams shall be installed, nonshrink grout placed and cured for a minimum of 24 hours. If the bearing area is specified to be grouted it shall be done at the time of dowel placement.

Replace the fourth paragraph of Article 504.06(e) with the following.

A mechanical mixer shall be used to mix the nonshrink grout and the type of mixer and mixing procedures shall be per the manufacturer's recommendations. During placement, the grout shall be worked into the area with a pencil vibrator. The surface shall be troweled to a smooth finish. The nonshrink grout shall be immediately cured with cotton mats according to Article 1020.13 for a minimum of seven days, and field testing will not be required. However, the cure time may be reduced provided the Contractor molds specimens, covers them, and performs cube tests according to ASTM C 1107. The tests shall verify the 6000 psi grout strength has been obtained, but in no case shall the cure time be less than three days.

For Contractor cube tests, each sample shall consist of three test specimens and a minimum of two samples will be required for each day of grouting. Additional samples may be requested by the Engineer. Specimens shall be cured underneath the cotton mats with the beams for a minimum of 48 hours before transport to the laboratory for testing. The laboratory shall be inspected for Hydraulic Cement – Physical Tests by the Cement and Concrete Reference Laboratory (CCRL).

Add the following paragraph to the end of Article 504.06

(f) Construction Inserts. All inserts, including those necessary for the fabrication and construction of the structure or portions thereof shall be cast into the member according to Article 3.5.2 of the Manual for Fabrication of Precast Prestressed Concrete Products.

Replace 1006.06(a) and (b) with the following.

- (a) Transverse Tie Rod Assemblies. Steel for transverse tie rod assemblies (i.e. rods, nuts, washers and coupling nuts) shall be according to ASTM F 1554 Grade 55 (Grade 380). After fabrication, the transverse tie assemblies shall be hot-dipped galvanized according to AASHTO M 232. The small articles may be zinc-coated by the mechanically deposited process according to AASHTO M 298, Class 50. The thickness of the mechanical galvanizing shall not exceed 6 mils (150 μm).
- (b) Dowel Rods. Steel for dowel rods shall be according to ASTM F 1554 Grade 55 (Grade 380) or A706 Grade 60. Dowel rods shall be either epoxy coated according to AASHTO M 284 or galvanized according to AASHTO M 111.

Add the following Article to Section 1101.

1101.19 Mechanical Mixer. The mechanical mixer shall have paddles or blades that are suitable for uniformly mixing the material, and shall have sufficient capacity to allow for a continuous work operation.

### **GRANULAR BACKFILL FOR STRUCTURES**

Effective: April 19, 2012 Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

### SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

586.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Fine Aggregate	
(b) Coarse Aggregates	

### CONSTRUCTION REQUIREMENTS

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

**586.04 Method of Measurement.** This work will be measured for payment as follows.

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.



**586.05 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

### WEEP HOLE DRAINS FOR ABUTMENTS, WINGWALLS, RETAINING WALLS AND CULVERTS

Effective: April 19, 2012 Revised: October 22, 2013

Delete the last paragraphs of Articles 205.05 and 502.10 and replace with the following.

"If a geocomposite wall drain according to Section 591 is not specified, a prefabricated geocomposite strip drain according to Section 1040.07 shall be placed at the back of each drain hole. The strip drain shall be 24 inches (600 mm) wide and 48 inches (1.220 m) tall. The strip drain shall be centered over the drain hole with the bottom located 12 inches (300 mm) below the bottom of the drain hole. All form boards or other obstructions shall be removed from the drain holes before placing any geocomposite strip drain."

Revise the last sentence of the first paragraph of Article 503.11 to read as follows.

"Drain holes shall be covered to prevent the leakage of backfill material according to Article 502.10."

Revise the title of Article 1040.07 to Geocomposite Wall Drains and Strip Drains.

### 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:

DeKalb County Highway Department

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

# Department of Transportation Bureau of Local Roads and Streets SPECIAL PROVISION FOR

State of Illinois

CONSTRUCTION AND MAINTENANCE SIGNS

Effective: January 1, 2004 Revised: June 1, 2007

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

701.14. Signs. Add the following paragraph to Article 701.14:

All warning signs shall have minimum dimensions of 1200 mm x 1200 mm (48" x 48") and have a black legend on a fluorescent orange reflectorized background, meeting, as a minimum, Type AP reflectivity requirements of Table 1091-2 in Article 1091.02.

#### 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
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

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

80335

## DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: January 2, 2015

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

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a

good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 9.00 % of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work performance to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of

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

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

efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with Section 6 of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in

order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.

#### (e) DBE as a material supplier:

- (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
- (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
- (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a 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) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be

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

- (c) <u>SUBCONTRACT</u>. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
  - (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a). Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE listed in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of

Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime

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

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance

to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

#### **EQUAL EMPLOYMENT OPPORTUNITY (BDE)**

Effective: April 1, 2015

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

#### "EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

#### "II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

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

80358



#### FRICTION AGGREGATE (BDE)

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

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

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

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination 5/:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA Low ESAL	Stabilized Subbase or Shoulders	Allowed Alone or in Gravel Crushed Gravel Carbonate Crushed Crystalline Crushed Crushed Sandstone Crushed Slag (ACBF Crushed Steel Slag <sup>1/2</sup> Crushed Concrete	Stone Stone
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	Allowed Alone or in Combination 5/:  Crushed Gravel Carbonate Crushed Stone <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination 5/:  Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag 4/ Crushed Concrete 3/	
HMA High ESAL	D Surface and Leveling Binder IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Combination  Crushed Gravel Carbonate Crushed Stone (other than Limestone) <sup>2/</sup> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	
Territoria del Constitución de la Constitución de l		Other Combinations A  Up to 25% Limestone	With Dolomite

Use	Mixture	Aggregates Allowed	
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) or Crushed Sandstone
HMA High ESAL	E Surface IL-9.5	Allowed Alone or in	Combination 5/:
IIII LOAL	SMA Ndesign 80 Surface	Crushed Gravel Crystalline Crushed Crushed Sandstone Crushed Slag (ACE Crushed Steel Slag Crushed Concrete <sup>3/</sup> No Limestone.	e BF)
		Other Combinations	Allowed:
		Up to	With
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone
		75% Crushed Gravel or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag
HMA High ESAL	F Surface Allowed Alone or in Combination 5		
	SMA Ndesign 80 Surface	Crystalline Crushed S Crushed Sandstone Crushed Slag (ACBF Crushed Steel Slag No Limestone.	The state of the s
		Other Combinations A	Allowed:

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

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

80265

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

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

Description. Fuel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in fuel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name and sign and date the form shall make this contract exempt of fuel cost adjustments for all categories of work. Failure to indicate "Yes" for any category of work will make that category of work exempt from fuel cost adjustment.

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

#### (a) Categories of Work.

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

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

#### (b) Fuel Usage Factors.

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

#### (c) Quantity Conversion Factors.

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

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

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

Where: CA = Cost Adjustment, \$

FPI<sub>P</sub> = Fuel Price Index, as published by the Department for the month the work is performed, \$/gal (\$/liter)

FPI<sub>L</sub> = Fuel Price Index, as published by the Department for the month prior to the letting, \$/gal (\$/liter)

FUF = Fuel Usage Factor in the pay item(s) being adjusted

Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

The entire FUF indicated in paragraph (b) will be used regardless of use of trucking to perform the work.

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

Final Quantities. Upon completion of the work and determination of final pay quantities, an adjustment will be prepared to reconcile any differences between estimated quantities previously paid and the final quantities. The value for the balancing adjustment will be based on a weighted average of FPI<sub>P</sub> and Q only for those months requiring the cost adjustment. The cost adjustment will be applicable to the final measured quantities of all applicable pay items.

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

Percent Difference =  $\{(FPI_L - FPI_P) \div FPI_L\} \times 100$ 

#### Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

80229

# OPTION FOR FUEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of fuel cost adjustments in all categories. Failure to indicate "Yes" for any category of work at the time of bid will make that category of work exempt from fuel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:		
Company Name:		
Contractor's Option:		
Is your company opting to include this special provision following categories of work?	as par	t of the contract plans for the
Category A Earthwork.	Yes	
Category B Subbases and Aggregate Base Courses	Yes	
Category C HMA Bases, Pavements and Shoulders	Yes	
Category D PCC Bases, Pavements and Shoulders	Yes	
Category E Structures	Yes	
Signature:		_ Date:

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

Effective: January 1, 2010 Revised: April 1, 2012

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

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

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

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

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

## HOT-MIX ASPHALT - MIXTURE DESIGN COMPOSITION AND VOLUMETRIC REQUIREMENTS (BDE)

Effective: November 1, 2013 Revised: November 1, 2014

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

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

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

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

"The mixture composition used shall be IL-19.0."

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

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

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

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

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

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

"MINIMUM COMPACTED LIFT THICKNESS		
Mixture Composition Thickness, in. (mm		
IL-4.75	3/4 (19)	
IL-9.5, IL-9.5L	1 1/4 (32)	
SMA-12.5	1 1/2 (38)	
IL-19.0, IL-19.0L	2 1/4 (57)"	

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

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

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

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

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

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

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

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

Delete Article 406.14(d) of the Standard Specifications.

Delete Article 406.14(e) of the Standard Specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Remove footnote 3/ from the tables and at the end of the tables in Article 1004.01(c) of the Standard Specifications.

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

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

"Use	Size/Application	Gradation No.
Class A-1, 2, & 3	3/8 in. (10 mm) Seal	CA 16
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & 3	Cover	CA 14
HMA High ESAL	IL-19.0	CA 11 <sup>1/</sup>
_	IL-9.5	CA 16 and/or CA 13
		CA 16
HMA Low ESAL	IL-19.0L	CA 11 <sup>1/</sup>
	IL-9.5L	CA 16
	Stabilized Subbase	
	or Shoulders	

<sup>1/</sup> CA 16 or CA 13 may be blended with the gradations listed."

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

"High ESAL	IL-19.0 binder;
	IL-9.5 surface
Low ESAL	IL-19.0L binder; IL-9.5L surface; Stabilized Subbase (HMA) <sup>1/</sup> ;
	HMA Shoulders <sup>2/</sup>

- 1/ Uses 19.0L binder mix.
- 2/ Uses 19.0L for lower lifts and 9.5L for surface lift."

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

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

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

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

- Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay.
- Note 3. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements.
- Note 4. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm Mix Asphalt Technologies"."

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

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

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/								
Sieve	IL-19	.0 mm	SMA 12.5 <sup>4/</sup>		IL-9.5 mm		IL-4.75 mm	
Size	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)								
1 in. (25 mm)		100						
3/4 in. (19 mm)	90	100		100				
1/2 in. (12.5 mm)	75	89	90	99		100		100
3/8 in. (9.5 mm)			50	85	90	100		100
#4 (4.75 mm)	40	60	20	40	32	69	90	100
#8 (2.36 mm)	26	42	16	24 <sup>5/</sup>	32	52 <sup>2/</sup>	70	90
#16 (1.18 mm)	15	30			10	32	50	65
#50 (300 µm)	6	15			4	15	15	30
#100 (150 µm)	4	9			3	10	10	18
#200 (75 µm)	3	6	8.0	11.0 <sup>3/</sup>	4	6	7	9
Ratio Dust/Asphalt Binder		1.0				1.0		1.0 3/

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

- 4/ The maximum percent passing the #635 (20  $\mu$ m) sieve shall be  $\leq$  3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 24 percent."

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

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

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

	"VOLUMETRIC REQUIREMENTS High ESAL						
Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt Binder (VFA),			
Ndesign	IL-19.0	IL-9.5	%				
50			65 – 78 <sup>2/</sup>				
70	13.5	15.0	65 - 75				
90				03-73			

- 1/ Maximum Draindown for IL-4.75 shall be 0.3 percent
- 2/ VFA for IL-4.75 shall be 76-83 percent"

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

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

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

#### "(3) SMA Mixtures.

ESALs (million)	Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
≤ 10	50	4.0	16.0	75 – 80
> 10	80	4.0	17.0	75 – 80"

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

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

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

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

ſ	Frequency of Tests	Test Method
	r requericy or rests	See Manual of
"Parameter	High ESAL Mixture	Test Procedures
1 diameter	Low ESAL Mixture	for Materials
Air Voids	Day's production	101 Waterials
Air Voids	≥ 1200 tons:	
Bulk Specific	£ 1200 tons.	Illinois-Modified
Gravity	1 per half day of	AASHTO T 312
of Gyratory Sample	production	70101110 1 312
or Cyratory Campic	production	
Note 4.	Day's production	
	< 1200 tons:	
	1200 10.10.	
	1 per half day of	
	production for first	
	2 days and 1 per	
	day thereafter (first	
	sample of the day)	
	Day's production	
Maximum Specific	≥ 1200 tons:	Illinois-Modified
Gravity of Mixture		AASHTO T 209
	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)	

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

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

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

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

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

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

- 1/ Based on washed ignition oven
- 2/ Allowable limit below minimum design VMA requirement

DENSITY CONTROL LIMITS			
Mixture Composition	Parameter	Individual Test	
IL-4.75	Ndesign = 50	93.0 - 97.4 % 1/	
IL-9.5	Ndesign = 90	92.0 - 96.0 %	
IL-9.5,IL-9.5L	Ndesign < 90	92.5 - 97.4 %	
IL-19.0	Ndesign = 90	93.0 - 96.0 %	
IL-19.0, IL-19.0L	Ndesign < 90	93.0 <sup>2/</sup> - 97.4 %	
SMA	Ndesign = 50 & 80	93.5 - 97.4 %	

- 1/ Density shall be determined by cores or by correlated, approved thin lift nuclear gauge.
- 2/ 92.0 % when placed as first lift on an unimproved subgrade."

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

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

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

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

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

#### HOT-MIX ASPHALT - MIXTURE DESIGN VERIFICATION AND PRODUCTION (BDE)

Effective: November 1, 2013 Revised: November 1, 2014

<u>Description</u>. This special provision provides 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. This special provision also provides the plant requirements for hydrated lime addition systems used in the production of High ESAL, IL-4.75, and SMA mixes.

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

AASHTO T 324 Hamburg Wheel Test

AASHTO T 283 Tensile Strength Test

Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (Illinois Modified AASHTO T 324) and the Tensile Strength Test (Illinois Modified 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 necessary changes to the mix and provide passing Hamburg Wheel and tensile strength test results from a private lab. The Department will verify the passing results.

All new and renewal mix designs shall meet the following requirements for verification testing.

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

Illinois Modified AASHTO T 324 Requirements <sup>17</sup>

PG Grade	Number of Passes
PG 58-xx (or lower)	5,000
PG 64-xx	7,500
PG 70-xx	15,000
PG 76-xx (or higher)	20,000

- 1/ When produced at temperatures of 275 ± 5 °F (135 ± 3 °C) or less, loose Warm Mix Asphalt shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.
- (2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 60 psi (415 kPa) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 200 psi (1380 kPa)."

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

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

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

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

The limitations between the JMF and AJMF are as follows.

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

<sup>\*</sup> In no case shall the target for the amount passing be greater than the JMF.

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

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

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

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

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

"(b) Low ESAL Mixtures."

<u>System for Hydrated Lime Addition</u>. Revise the fourth sentence of the third paragraph of Article 1030.04(c) of the Standard Specifications to read:

"The method of application shall be according to Article 1102.01(a)(10)."

Replace the first three sentences of the second paragraph of Article 1102.01(a)(10) of the Standard Specifications to read:

"When hydrated lime is used as the anti-strip additive, a separate bin or tank and feeder system shall be provided to store and accurately proportion the lime onto the aggregate either as a slurry, as dry lime applied to damp aggregates, or as dry lime injected onto the hot aggregates prior to adding the liquid asphalt cement. If the hydrated lime is added either as a slurry or as dry lime on damp aggregates, the lime and aggregates shall be mixed by a power driven pugmill to provide a uniform coating of the lime prior to entering the dryer. If dry hydrated lime is added to the hot dry aggregates in a dryer-drum plant, the lime shall be added in such a manner that the lime will not become entrained into the air stream of the dryer-drum and that thorough dry mixing shall occur prior to the injection point of the liquid asphalt. When a batch plant is used, the hydrated lime shall be added to the mixture in the weigh hopper or as approved by the Engineer."

<u>Basis of Payment</u>. Replace the seventh paragraph of Article 406.14 of the Standard Specifications with the following:

"For 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.

If an anti-stripping additive is required for any other HMA mix, the cost of the additive will be paid for according to Article 109.04. The cost incurred in introducing the additive into the

HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

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

#### HOT MIX ASPHALT - PRIME COAT (BDE)

Effective: November 1, 2014

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

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

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

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

Add the following to Article 406.03 of the Standard Specifications.

"(i)	Vacuum Sweeper	. 1101.19
(i)	Spray Paver	1102.06"

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

- "(b) Prime Coat. The bituminous material shall be prepared according to Article 403.05 and applied according to Article 403.10. The use of RC-70 shall be limited to air temperatures less than 60 °F (15 °C).
  - (1) Brick, Concrete or HMA Bases. The base shall be cleaned of all dust, debris and any substance that will prevent the prime coat from adhering to the base. Cleaning shall be accomplished by sweeping to remove all large particles and air blasting to remove dust. As an alternative to air blasting, a vacuum sweeper may be used to accomplish the dust removal. The base shall be free of standing water at the time of application. The prime coat shall be applied uniformly and at a rate that will provide a residual asphalt rate on the prepared surface as specified in the following table.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revise Article 407.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

Revise Article 1032.02 of the Standard Specifications to read:

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

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

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

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

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

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

Add the following to Article 1032.06 of the Standard Specifications.

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

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

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

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

Add the following to Article 1101 of the Standard Specifications.

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

Add the following to Article 1102 of the Standard Specifications:

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

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

## LRFD PIPE CULVERT BURIAL TABLES (BDE)

Effective: November 1, 2013

Revised: April 1, 2015

Revise Article 542.02 of the Standard Specifications to read as follows:

"Item	Article/Continu
(a) Galvanized Corrugated Steel Pipe	Article/Section
(b) Calvanized Corrugated Steel Pipe Arch	1000 04
(c) Diturnious Coaled Corrugated Steel Pine	1006.01
(d) Bituminous Coated Corrugated Steel Pipe Arch	1006.01
(e) Neserveu	
(f) Aluminized Steel Type 2 Corrugated Pipe	1006.01
(9) Additionated Steel Type a Corrugated Pipe Arch	1006.04
(ii) Frecoated Galvanized Corrugated Steel Pine	1000 04
(i) Frecoaled Galvanized Corrugated Steel Pine Arch	1000.04
d) Conagated Aluminum Alloy Pipe	1000 00
(k) Corrugated Aldininum Alloy Pipe Arch	1000.00
(i) Latia Stierigth Clay Pipe	4040.00
(11) Concrete Sewer, Storm Drain, and Culvert Pine	1040
(ii) Remorced Concrete Culvert, Storm Drain, and Sewer Pine	1040
(b) Neimbliced Coliciete Elliptical Cilivent Storm Drain, and Sower Dine	4040
(P) Remoted Concrete Arch Culvert, Storm Drain, and Sewer Ding	4040
(9) TOIVVIIVI CITORILE (PVC) PINE	404000
(i) Conagated Folyvilly Chilolide (PVC) Pine with a Smooth Interior	4040.00
(b) Conagated Folypropylette (CPP) pine with smooth interior	4040.00
(9) Corrugated Folyethylene (PE) Pipe with a Smooth Interior	4040.04
(a) i obcarbierie (FE) Fibe will a Smooth Interior	1040 04
(*) Rubber Caskets and Pleformed Flexible Joint Sealants for Concrete Dine	1050
(w) Mastic John Sealer for Pipe	1055
(x) External Sealing Band	1057
(y) The Aggregate (Note 1)	1002 04
(=) Coarse Aggregate (Note 2)	4004 05
(aa) rackayeu Rapid Hardening Mortar or Concrete	1010
(bb) Nonsilling Glout	4004.00
(00) Remotestient bars and Welded Wire Fabric	1000 10
(dd) Handling Hole Plugs	1000.10
	1072.10

Note 1. The fine aggregate shall be moist.

Note 2. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 542.03 of the Standard Specifications as follows:

"Class	Materials	
Α	Rigid Pipes:	
	Extra Strength Clay Pipe	
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3	
	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	
С	Rigid Pipes:	
	Extra Strength Clay Pipe	
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3	
	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:	
	Aluminized Steel Type 2 Corrugated Pipe	
	Aluminized Steel Type 2 Corrugated Pipe Arch	
	Precoated Galvanized Corrugated Steel Pipe	
	Precoated Galvanized Corrugated Steel Pipe Arch	
	Corrugated Aluminum Alloy Pipe	
	Corrugated Aluminum Alloy Pipe Arch	
	Polyvinyl Chloride (PVC) Pipe	
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	
	Polyethylene (PE) Pipe with a Smooth Interior Corrugated Polypropylene (CPP) Pipe with Smooth Interior	
D	Rigid Pipes:	
	Extra Strength Clay Pipe	
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3	
	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:	
	Galvanized Corrugated Steel Pipe	
	Galvanized Corrugated Steel Pipe Arch	
	Bituminous Coated Corrugated Steel Pipe Bituminous Coated Corrugated Steel Pipe Arch	
	Aluminized Steel Type 2 Corrugated Pipe	
	Aluminized Steel Type 2 Corrugated Pipe Arch	
	Precoated Galvanized Corrugated Steel Pipe	
	Precoated Galvanized Corrugated Steel Pipe Arch	
	Corrugated Aluminum Alloy Pipe	
	Corrugated Aluminum Alloy Pipe Arch	
	Polyvinyl Chloride (PVC) Pipe	
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior"	
1		
	Corrugated Polypropylene (CPP) Pipe with Smooth Interior	

Revise Articles 542.03(b) and (c) of the Standard Specifications to read:

- "(b) Extra strength clay pipe will only be permitted for pipe culverts Type 1, for 10 in., 12 in., 42 in. and 48 in. (250 mm, 300 mm, 1050 mm and 1200 mm), Types 2, up to and including 48 in. (1200 mm), Type 3, up to and including 18 in. (450 mm), Type 4 up to and including 10 in. (250 mm), for all pipe classes.
- (c) Concrete sewer, storm drain, and culvert pipe Class 3 will only be permitted for pipe culverts Type 1, up to and including 10 in (250 mm), Type 2, up to and including 30 in. (750 mm), Type 3, up to and including 15 in. (375 mm); Type 4, up to and including 10 in. (250 mm), for all pipe classes."

Replace the pipe tables in Article 542.03 of the Standard Specifications with the following:

een/usealuuu		for the Resp	"Table IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe	"Table IA: Classes of Reinforced Concrete Pipe live Diameters of Pipe and Fill Heights over the	ncrete Pipe	Dig a		
	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Tvpe 7	
Nominal	Fill Height.	Fill Height:	Fill Height:	Fill Height:	Fill Height:	Fill Height:	Fill Height:	
Diameter	3' and less	Greater than 3'	Greater than 10'	Greater than 15'	Greater than 20'	, dt	200	
	1' min cover	not exceeding	not exceeding	not exceeding	not exceeding	oreater trian 25 not exceeding 30'	oreater than 30 not exceeding 35'	
4		2 =	2 =	07	67			
7 :	≥ ;			2	≥	>	>	
15	≥	distance American	=	≥	≥	>	>	
18	2		=	≥	≥	>	>	
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36	Naview Viscous Viscous	-ionico		×	2		\ \	
42	=	_		<b>&gt;</b>	: ≥	• >	> >	
48	==	*******		: ≥	: ≥	> >	> >	
54	=	=		2	<u> </u>	\	× /	
09	=			: ≥	: ≥	> >	> >	
99				≥	: ≥	• >	> >	
72	=	=		<u> </u>	^	\ \	V	
78	=	=		≥	2020	2370	2730	
8				≥	2020	2380	2740	
6	=	=	=	1680	2030	2390	2750	
96	-			1690	2040	2400	2750	
102				1700	2050	2410	2760	
108	=		1360	1710	2060	2410	2770	
Notes:								

A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions: Water filled pipe, Type 2 bedding and Class C Walls

	T-	T		_			<del></del>			-			-			7							-
	Type 7	Fill Height:	Greater than 9 m not	111 C'01 fillinaanya	> >	> >	^ /	• >	• >	And the state of t	• >	• >	To an and a second description of the second	• >	>		130	130	130	130	130	130	22.
	Type 6	Fill Height:	Greater than 7.5 m not Greater than 9 m not	// // // // // // // // // // // // //	> >	> >	<u> </u>	. >	. >	^	. >	>	^	>	>	>	110	110	110	110	120	120	2
er the Top of the Pipe	Type 5	Fill Height:	Greater than 6 m not 6	A Suppose	: ≥	: ≥	<u>\</u>	≥	_ ≥	<u> </u>	>	≥	<u> </u>	≥	≥	\ \	100	100	100	100	100	100	
Table IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe (Metric)	Type 4	Fill Height:	Greater than 4.5 m not exceeding 6 m	2	: ≥	≥	N	≥	2	2	≥	2		≥	≥	<u> </u>	≥	≥	80	80	80	80	7
Table IA: Classe: espective Diameters of	Type 3	Fill Height:	Greater than 3 m not exceeding 4.5 m	=	=	=	A STATE OF THE PROPERTY OF T	=		=	=		=		==	==		==	=			70	
for the R	Type 2	Fill Height	Greater than 1 m not exceeding 3 m					===	440000000000000000000000000000000000000		=		=	_		Indianal States	=		minu.	=		=	
	Type 1	Fill Height:	1 m and less 0.3 m min cover	2	≥	>	1		2		******		nearth statement	1000			==					=	
		Nominal Diameter mm		300	375	450	525	009	750	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	Nioton

Notes: A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions; Water filled pipe, Type 2 bedding and Class C Walls

TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE FOR THE RESPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"X1/2", 3"X1" AND 5"X1" CORRUGATIONS

 Г	1		Т	Т			T							_		Ι	_	_		_	111	111	111	į r f	[11	111		
		30' <sub>1</sub> 35'	5"x1"				and a second sec				.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(0.138)	0.138	(0.138E)	0.138E	0.138E	(0.168E)	(0.168E)	(0.168E) (0.168E)	(0.168E) (0.168E)	HO.168E	H0.168E	H0.168E	H0.168E	40,168E H0.168E	H0.168E		
Type 7	Fill Height	Greater than 30' not exceeding 35'	3"x1"									0.109	0.138	(0.138E)	(0.138E)	(0.138E)	0.138E	(0.168E)	(0.168E)	(0.168E)	HO, 138E	HO.138E	H0.138E	40,168E	40,168E	H0.168E	H0.168E	H0.168E
	<u> </u>	Gre not e	2 2/3" ×	0.064	(6.00)	(6.0.0)	(0.079)	(0.109)	0.109	(0.138E)	(0.109E)	(0.138E)	(0.138E)	0.138E	0.138E	(0.168E)	H0.168E	HO.168E		Newmonton								
		5,	5"x1"									0.109	(0.138)	(0.138)	0.138	0.138E	0.138E	0.138E	(0.168E)	0.168E)	(0.168E)	(0.168E)	0.168E	H0.168E	10.168E	10.168E	10.168E	10.168E
Type 6	Fill Height:	Greater than 25' not exceeding 30'	3"x1"									0.109	0.109	(0.138)	0.138	(0.138E)	(0.138E)	(0.138E)	0.138E (	(0.168E) (0.168E)	(0.168E)	(0.168E) (	(0.168E)	H0.138E	H0.138E H0.168E	H0.138E H0.168E	H0.168E H0.168E	H0.168E H0.168E
	Œ	Gree not e.	2 2/3" × 1/2"	0.064	0.064	(0.079)	(0.079)	(0.079)	(0.109)	0.109	(0.109E)	(0.138E)	(0.138E)	(0.138E)	(0.138E)	(0.168E) (	H0.168E (	H0.168E (				3					<u> </u>	
		25,	5"x1"									0.109	0.109	0.109	(0.138)	(0.138)	(0.138) H	0.138 H	0.138	0.138	0.138	0.168)	(0.168)	(0.168)	(0.168)	0.168	H0.168E	0.168E
Type 5	Fill Height:	Greater than 20' not exceeding 25'	3"x1"								***************************************	(0.109)	0.109	0.109	0.109	(0.138)	(0.138)	(0.138)	(0.138)	(0.138)	(0.138)	0.138 (	(0.168)	(0.168)	(0.168)	0.168	(0.168E) H	H0.168E H0.168E
	Œ	Grea not e)	2 2/3" x 1/2"	0.064	0.064	0.064	(0.079)	(0.079)	(0.07)	(0.109)	(0.109)	(0.138)	(0.138)	(0.138)	(0.138)	0.138 ((	0.168 ((	0.168 ((	=	_			=	=	9		9	Ĭ
		15,	5"x1"					_	Ú			0.109 (	0.109	0.109	0.109	0.109	(0.138)	(0.138)	(0.138)	(0.138)	(0.138)	0.138	0.138	0.138	(0.168)	(0.168)	(0.168)	0.168
Type 4	Fill Height:	Greater than 15' not exceeding 20'	3"x1"									(0.109)	(0.109)	(0.109)	0.109	0.109	0.109	0.109	(0.138)	(0.138) (0.138)	(0.138)	(0.138)	(0.138)	(0.138)	0.138	(0.168)	(0.168)	0.168
		Gre	2 2/3" x 1/2"	0.064	0.064	0.064	0.064	0.064	(0.079)	(0.079)	(0.079)	0.109	0.109	0.109	0.109	0.138	0.168	0.168										
3	ht.	an 10' ing 15'	5"x1"									(0.109)	0.109	0.109	0.109	0.109		0.109			(0.138)	(0.138)	(0.138)	(0.138)	0.138	0.138	0.138	0.168
Туре 3	Fill Height:	Greater than 10' not exceeding 15'	, x 3"x1"	4	4	4	4	4	4	6)	(6	9) 0.079	9 (0.109)	9 (0.109)	(0.109)	8 (0.109)		8 0.109	0.109	0.109	0.109	0.109	0.109	(0.138)	0.138	0.138	0.138	0.168
		O ĕ	, 2 2/3" x 1/2"	0.064	0.064	0.064	0.064	0.064	0.064	(0.079)	(0.079)	(0.109)	0.109	0.109	0.109	0.138		0.168										
2	Ŧ	an 3' ng 10'	5"x1"									0.079	0.079	(0.109)	(0.109)	(0.109)	_	0.109				0.109	-	0.109	0.138	0.138	0.138	0.168
Type 2	Fill Height:	Greater than not exceeding	x 3"x1"		led ted to be a lead							0.079	-	0.079	0.079	(0.109)		(0.109)	(0.109)	(0.109)	(0.109)	0.109	0,109	0.109	0.138	0.138	0.138	0.168
		not G	2 2/3" x 1/2"	0.064	0.064	0.064	0.064	0.064	0.064	0.064	0.064	(0.109)	(0.109)	0.109	-	0.138	0.168	0.168	,	***********				-				
ANY WANTED BARREST COLUMN TO THE PARTY OF TH	¥	ss ver	5"X1"		******		***************************************	***********				0.109					(0.138)	(0.138) (0.138)	(0.138) (0.138)	(0.138) (0.138)	0.109Z 0.109Z	0.109Z(0.138Z)	0.109Z (0.138Z)		Z 0.138Z	0.1382 0.1382	0.138Z 0.138Z	0.168Z 0.168Z
Type 1	Fill Height	3' and less 1' min. cover	3"x1"			-					dead (Salt)	(0.109)	(0.109)		-	0.109	0.109	(0.138	(0.138	(0.138	0.1092	0.1092	0.1092	0.1092	0.138Z	0.1382	0.1382	0.1682
	·····		2 2/3" × 1/2"	0.064	0.064	(0.079)	(0.079)	(0.079)	(0.109E)	(0.109E)	0.079	0.109	0.109	0.109	(0.138)	0.138	0.168	0.168							The state of the s			
٦Ę		] Isnimol .ni	V	12	5	18	21	24	္က	36	42	48	25	9	99	72	78	8	8	9	102	108	114	120	126	132	138	144

\* Aluminized Type 2 Steel or Precoated Galvanized Steel shall be required for diameters up to 42" according to Article 1006.01, 1 1/2" x 1/4" corrugations shall be used for diameters less than 12". A thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness preceded by "H" indicates only helical seam fabrication is allowed.

E Elongation according to Article 542.04(e)

Z 1-6" Minimum fill

	FOR TE	HE RESP	FOR THE RESPECTIVE DIAMETER OF PI	NAMETER	R OF PIPI	TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE PE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 68 mm x 13 mm, 75 mm x 25 mm AND 125 mm x 25 mm CORRUGATIONS (Metric)	TA .L HEIGH	BLE IB: TS OVER	TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE GHTS OVER THE TOP OF THE PIPE FOR 68 mm x 13 mi (Metric)	SS OF COP P OF THE (Metric)	ORRUGA E PIPE F ic)	ATED STE OR 68 mr	EL PIPE n x 13 m	: ım, 75 mı	n x 25 mr	n AND 13	25 mm x	25 mm CC	ORRUGA	TIONS	
16		Type 1			Type 2			Type 3			Type 4			Type 5			Type 6			Tyne 7	
	LL.	Fill Height	1:		Fill Height:			Fill Height	1.:	-	Fill Height			Fill Height		1	Fill Height	نة	LL.	Fill Height	
siQ l <b>s</b> ni * mm	0.3	1 m and less 0.3 m min. cover	ss	Gre not e	Greater than 1 m not exceeding 3 m	1 m 3 m	Gre.	Greater than 3 m not exceeding 4.5 m	3 m 4.5 m	Grea.	Greater than 4.5 m not exceeding 6 m	.5 m 6 m	Gre not ex	Greater than 6 m not exceeding 7.5 m	6 m 7.5 m	Grea not e	Greater than 7.5 m not exceeding 9 m	7.5 m	Gree	Greater than 9 m	9 m
moN	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13	75 x 25 mm	125 x 25	68 x 13	75 x 25 mm	125 x 25 (	68 x 13	75 x 25 1	(25	68 x 13	68 x 13 75 x 25 125 x 25	125 x 25	68 x 13	75 x 25	125 x 25	68 x 13 75 x 25		125 x 25
300	1.63			1.63			1.63			1.63			1.63			1.63			1 63		
375	1.63	mainteonaiste		1.63	deriesal/elein.		1.63			1.63			1.63			1.63			(2.01)		
450	(2.01)			1.63			1.63			1.63			1.63			(2.01)			(2.01)		
525	(2.01)	entricent.		1.63			1.63			1.63			(2.01)			(2.01)			(2.01)		
009	(2.01)			1.63			1.63		*******	1.63			(2.01)			(2.01)			(2.77)		
750	(2.77E)			1.63			1.63			(2.01)			(2.01)			(2.77)	***************************************		277		
006	(2.77E)			1.63			(2.01)			(2.01)			(2.77)			2.77			(3.51E)		month of the latest and the same
1050	2.01	at the terminal section of the		1.63			(2.01)		·····	(2.01)			(2.77)			(2.77E)			(2.77E)		
1200	2.77	(2.77)	2.77	(2.77)	2.01	2.01	(2.77)	2.01	(2.77)	2.77	(2.77)	2.77	(3.51)	(2.77)	2.77	(3.51E)	2.77	2.77	(3.51E)	2.77	(3.51)
1350	2.77	(2.77)	2.77	(2.77)	2.01	2.01	2.77	(2.77)	2.77	2.77	(2.77)	2.77	(3.51)	2.77	2.77	(3.51E)	2.77	(3.51)	(3.51E)	3.51	3.51
1500	2.77	2.77	2.77	2.77	2.01	(2.77)	2.77	(2.77)	2.77	2.77	(2.77)	2.77	(3.51)	2.77	2.77	(3.51E)	(3.51)	(3.51)		(3.51E)	(3.51E)
1650	(3.51)	2.77	2.77	2.77	2.01	(2.77)	2.77	(2.77)	2.77	2.77	2.77	2.77	(3.51)	2.77	(3.51)	(3.51E)	3.51	3.51	3.51E	(3.51E)	3.51E
1800	3.51	2.77	(3.51)	3.51	(2.77)	(2.77)	3.51	(2.77)	2.77	3.51	2.77	2.77	3.51	(3.51)	(3.51)	(4.27E)	(3.51E)	3.51E	(4.27E) (3.51E)	3.51E)	3.51E
1950	4.27	2.77	(3.51)	4.27	(2.77)	2.77	4.27	2.77	2.77	4.27	2.77	(3.51)	4.27	(3.51)	(3.51)	H 4.27E (3.51E)	(3.51E)	3.51E	H 4.27E	3.51E	(4.27E)
2100	4.27	(3.51)	(3.51)	4.27	(2.77)	2.77	4.27	2.77	2.77	4.27	2.77	(3.51)	4.27	(3.51)	3.51	H 4.27E (3.51E)	(3.51E)	3.51E	H 4.27E (4.27E)	4.27E)	(4.27E)
2250		(3.51)	(3.51)		(2.77)	2.77		2.77	2.77		(3.51)	(3.51)		(3.51)	3.51		3.51E	(4.27E)		(4.27E)	(4.27E)
2400		(3.51)	(3.51)		(2.77)	2.77		2.77	2.77		(3.51)	(3.51)		(3.51)	3.51		(4.27E)	(4.27E)		(4.27E)	(4.27E)
0662		2.772	2.772		(2.77)	2.77		2.77	(3.51)		(3.51)	(3.51)		(3.51)	3.51		(4.27E)	(4.27E)		H 3.51E	H 4.27E
2700		2.772	(3.51Z)		2.77	2.77		2.77	(3.51)		(3.51)	3.51		3.51	(4.27)		(4.27E)	(4.27E)		H 3.51E	H 4.27E
2850		2.772	(3.51Z)		2.77	2.77		2.77	(3.51)		(3.51)	3.51		(4.27)	(4.27)		(4.27E)	4.27E		H 3.51E	H 4.27E
3000		2.772	(3.51Z)		2.77	2.77		(3.51)	(3.51)		(3.51)	3.51		(4.27)	(4.27)		H 3.51E	H 4.27E		H 4.27E	H 4.27E
3150	- The second sec	3.512	3.51Z	-	3.51	3.51		3.51	3.51		3.51	(4.27)		(4.27)	(4.27)		H 3.51E	H 4.27E	-	H 4.27E	H 4.27E
3300		3.512	3.51Z		3.51	3.51		3.51	3.51		(4.27)	(4.27)	-	4.27	4.27		H 3.51E	H 4.27E		H 4.27E	H 4.27E
3450		3.512	3.512		3.51	3.51		3.51	3.51		(4.27)	(4.27)			H 4.27E		H 4.27E H 4.27E	H 4.27E		H 4.27E	Letterone
3600 Notes		4.272	4.272		4.27	4.27		4.27	4.27	1	4.27	4.27		H 4.27E	H 4.27E		H 4.27E H 4.27E	H 4.27E	+	H 4.27E	

\* Aluminized Type 2 Steel or Precoated Galvanized Steel shall be required for diameters up to 1050 mm according to Article 1006.01, 38 mm x 6.5 mm corrugations shall be used for diameters less than 300 mm.
Thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness if helical seam fabrication is utilized.

Enongation according to Article 542.04(e)

Z 450 mm Minimum Fill

	FOR 1	THE RESPI	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE FOR THE RESPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"x1/2" AND 3"x1" CORRUGATIONS	TAB IETER OF F	ILE IC: THIC	KNESS OF L HEIGHT	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2.2/	ED ALUMII	NUM ALLOY HE PIPE FOI	PIPE R 2 2/3"x1/2	" AND 3"x1"	CORRUGA	SNOIL	
ter	Type 1	1 e	Type 2	3.2	Type 3	3	Type 4	4	Type 5	9.5	Typ	Type 6	Tvpe 7	2.7
	Fill Height:	ight.	Fill Height	ight	Fill Height	ight	Fill Height:	ght:	Fill Height	ight.	Fill Height	eight.	Fill Height:	ight
J Isnim .ni	3' and less 1' min. cover	less	Greater than 3' not exceeding 10	reater than 3' exceeding 10'	Greater than 10' not exceeding 15'	nan 10' Jing 15'	Greater than 15' not exceeding 20'	15' nar Jing 20'	Greater than 20' not exceeding 25'	han 20' ding 25'	Greater than 25' not exceeding 30'	than 25' ding 30'	Greater than 30' not exceeding 35'	han 30'
IOM	2 2/3"×1/2"	3"X1"	2 2/3"×1/2"	3"x1"	2 2/3"x1/2"	3"×1"	2 2/3"×1/2"	3"x1"	2 2/3"×1/2"	3"x1"	2 2/3"×1/2"	3"x1"	2 2/3"×1/2"	3'X1"
12	(0.075)		0.060		090.0		090.0		0.060		090.0		0 060	
15	(0.075)		0.060		090.0		0.060		090.0		090.0		(0.075)	
18	(0.075)		0.060		0.060		090.0		090.0		(0.075)		) 090 N	
21	H 0.060E		090.0		090.0		0.060	The same of the sa	(0.075)		H 0 060		H O OROF	
24	(0.105E)		090'0		090.0		(0.075)		(0.105)		(0.105)		(0.105E)	
99	H 0.075E	H 0.060	0.075	H 0.060	0.075	H 0.060	(0.105)	H 0.060	(0.105)	H 0.060	H 0.075E	H 0.060	H 0.075E	H 0 060
36	(0.135E)	H 0.060E	0.075	H 0.060	(0.105)	H 0.060	(0.105)	H 0.060	(0.135)	H 0.060	H 0.075E	H 0.060	H 0.075E	H 0.060E
42	0.105E	(0.075)		090'0	0.105	090.0	0.105	090.0	0.105	(0.075)	0.105E	0.105	0.105E	(0.105E)
48	0.105E	(0.075)	0.105	090.0	0.105	090.0	0.105	(0.075)	0.105	(0.105)	0.105E	(0.105E)	0.105E	(0.135E)
54	0.105E	(0.105)		090.0	0.105	090.0	0.105	(0.075)	0.105	(0.105)	0.105E	(0.105E)	(0.135E)	(0.135E)
9	0.135E	(0.105)	0.135	0.060	0.135	(0.075)	0.135	(0.105)	0.135	(0.105)	0.135E	(0.135E)	(0.164E)	(0.135E)
99	0.164E	(0.105)	0.164	090.0	0.164	(0.075)	0.164	(0.105)	0.164	(0.135)	0.164E	(0.135E)	H 0.164E	(0.135E)
72	0.164E	(0.105)	0.164	090.0	0.164	(0.075)	0.164	(0.105)	0.164	(0.135)	H 0.164E	(0.135E)	H 0.164E	(0.164E)
78		(0.135)		0.075		(0.105)		(0.105)		(0.135)		(0.135E)		(0.164E)
84		(0.135)	and the second s	0.105		0.105		(0.135)		(0.135)		(0.164E)		(0.164E)
06		(0.135)		0.105		0.105		(0.135)		(0.135)		(0.164E)		(0.164E)
96		(0.135)		0.105		0.105		(0.135)		(0.135)		(0.164E)		H 0.135E
102		0.135Z		0.135		0.135	**********	0.135		(0.164)	militara accel	(0.164E)		H 0.135E
108		0.135Z		0.135		0.135		0.135		(0.164)		(0.164E)		H 0.164E
114		0.164Z		0.164		0.164		0.164		0.164		H 0.164E		H 0.164E
120		0.164Z		0.164		0.164		0.164		0.164		H 0 164F		
Notes:							-	+	İ		7			

Notes:
Thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness if helical seam fabrication is utilized.
A thickness preceded by an "H" indicates only helical seam fabrication is allowed.
E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 1-6"
Z 1"-6" Minimum fill

	Tvpe 7	Ē	7.5 m Greater than 9 m ag 9 m not exceeding 10.5 m		шш	1.52	(1.91)	H 152	H 1.52E	(2.67E)	H1.52 H1.91E H1.52	+	2.67E			(3.43E) (4.17E) (3.43E)	(3.43E) H 4.17E (3.43E)	(3.43E) H 4.17E (4.17E)	(3.43E) (4.17E)	(4.17E) (4.17E)	(4.17E) (4.17E)	(4.17E) H 3.43E	(4.17E) H 3.43E	(4.17E) H 4.17E	H4.17E H4.17E	
TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE FOR THE RESPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 68 mm x 13 mm AND 75 mm x 25 mm CORRUGATIONS (Metric)	Type 6	Fill Height	Greater than 7.5 m not exceeding 9 m	68 x 13 7	шш	1.52	1.52	(1.91)	H 1.52	(2.67)	H 1.91E	H 1.91E F	2.67E	2.67E (2	2.67E (2	3.43E (3	4.17E (3	H 4.17E (3	0	7)	7)	3)	2	7)	I	I
OY PIPE HE TOP OF ONS	Type 5	Fill Height:	Greater than 6 m not exceeding 7.5 m	75 x 25	mm						H 1.52	H 1.52	(1.91)	(2.67)	(2.67)	(2.67)	(3.43)	(3.43)	(3.43)	(3.43)	(3.43)	(3.43)	(4.17)	(4.17)	4.17	4.17
TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE SPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP FOR 68 mm x 13 mm AND 75 mm x 25 mm CORRUGATIONS (Metric)	Typ	Ī	Greater 1	68 x 13	mm	1.52	1.52	1.52	(1.91)	(2.67)	(2.67)	(3.43)	2.67	2.67	2.67	3.43	4.17	4.17								
ATED ALUN ILL HEIGH' x 25 mm CC	Type 4	Fill Height.	Greater than 4.5 m not exceeding 6 m	75 x 25	mm						H 1.52	H 1.52	1.52	(1.91)	(1.91)	(2.67)	(2.67)	(2.67)	(2.67)	(3.43)	(3.43)	(3.43)	3.43	3.43	4.17	4.17
CORRUGA IPE AND F ID 75 mm (Metric)	TyT	昰	Greater t	68 x 13	mm	1.52	1.52	1.52	1.52	(1.91)	(2.67)	(2.67)	2.67	2.67	2.67	3.43	4.17	4.17								
(NESS OF TER OF PI	Туре 3	Fill Height:	Greater than 3 m not exceeding 4.5 m	75 x 25	шш	-					H 1.52	H 1.52	1.52	1.52	1.52	(1.91)	(1.91)	(1.91)	(2.67)	2.67	2.67	2.67	3.43	3.43	4.17	4.17
IC: THICK TVE DIAME JR 68 mm x	дĶТ	Ξ	Greater not excee	68 x 13	шш	1.52	1.52	1.52	1.52	1.52	1.91	(2.67)	2.67	2.67	2.67	3.43	4.17	4.17								
TABLE RESPECT FC	Type 2	Fill Height.	Greater than 1 m not exceeding 3 m	75 x 25	шш						H 1.52	H 1.52	1.52	1.52	1.52	1.52	1.52	1.52	1.91	2.67	2.67	2.67	3.43	3.43	4.17	4.17
FOR THE	Tyr	Ē	Greater not exce	68 x 13	mm m	1.52	1.52	1.52	1.52	1.52	1.91	1.91	2.67	2.67	2.67	3.43	4.17	4.17								
	)e 1	Fill Height:	nd less in. cover	75 x 25	mm	******			***************************************		H 1.52	H 1.52E	(1.91)	(1.91)	(2.67)	(2.67)	(2.67)	(2.67)	(3.43)	(3.43)	(3.43)	(3.43)	3.43Z	3,43Z	4.172	4.172
	Type	Ī	1 m and 0.3 m min.	68 x 13	mm	(1.91)	(1.91)	(1.91)	H 1.52E	(2.67E)	H 1 91E	(3.43E)	2.67E	2.67E	2.67E	3.43E	4.17E	4.17E								
	10	amet	iQ Isnii mm	moM		300	375	450	525	009	750	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	2850	3000

Notes:
Thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness if helical seam fabrication is utilized.
A thickness preceded by an "H" indicates only helical seam fabrication is allowed.
E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 450 mm.
Z 450 mm Minimum fill

Table IIA: THICKNESS FOR CORRUGATED STEEL PIPE ARCHES AND CORRUGATED ALUMINUM ALLOY PIPE ARCHES FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE	Type 1 Type 3	Fill Height: Fill Height: Fill Height:	3' and less Greater than 3' not exceeding 10' Greater than 10' not exceeding 15'	Steel Aluminum Steel Aluminum Steel Aluminum	2 2/3" x 3"x1" 5" x 1" 2 2/3" x 3"x1" 2 2/3" x 3"x1" 5" x 1" 5" x 1" 2 2/3" x 3"x1" 2 2/3" x 3"x1" 5" x 1" 2 2/3" x 3"x1" 5" x 1" 2 2/3" x 3"x1"		0.064	0.060	(0.079) (0.105) 0.064 0.075 0.064	(0.079) (0.079) (0.079) (0.006)			0.060 0.109 0.079 (0.109)	(0.109) 0.109 0.164	0.109 0.164	0.109	0.108 (0.109) 0.109 0.105 0.105 0.105 (0.109) 0.108 (0.109) 0.109 0.109 0.109	0.109 0.109 0.105 (0.109) 0.109 0.105 0.109 0.109 0.105	0.109 0.109 0.105 (0.109) 0.109 0.105 0.109 0.109	0.109	0.109 (0.138) 0.164 0.109 0.109 0.164 0.109 (0.138) 0.164	0.109 (0.138) 0.164 0.109 0.109 0.105 (0.138) 0.164	0.138         0.138         0.138         0.138         0.138	0.138 0.138 0.138 0.138 0.138	0.168 0.168 0.168 0.168 0.168 0.168
ALUMINU OVER T	ype 2	Height:	not exce		× 1,											(0.109)	0.109)	0.109	0.109	0.109	0.109	0.109	0.138	0.138	0.168
IGATED, HEIGHTS	Ĺ	₹	ter than 3	Steel	3"x1"					*********			0.079	0.079	-					(0.109)			0.138	├	
D CORRUND FILL			Great		2 2/3" × 1/2"	0.064	0.064	0.064	0.064	0.064	0.064	(0.109)	0.109	0.109	0.138	0.168	0.168	<u> </u>							
CHES AN			64 declaration (1994)	inum	3"x1"								090.0	(0.075)	(0.075)	0.075	0.105	0.105	0.105	0.135	0.164	0.164			
PIPE AR( ID SIZE (			ø,	Alum		090'0	090.0	(0.075)	(0.105)	(0.105)	0.105	0.105	0.135	0.164	0.164										
STEEL I	Type 1	-ill Height	s, and les		5" × 1"															0.109			0.138	0.138	
UGATED UIVALEN		u.	n	Steel									(0.109)	(0.109)	(0.109)	(0.109)	(0.109)	0.109	0.109	0.109	0.109	0.109	0.138	0.138	0.168
R CORR					2 2/3" x 1/2"	0.064	0.064	0.064	(0.079)	(0.079)	(0.079)	0.109	0.109	0.109	0.138	0.168	0.168								
(NESS FO		Min. Cover		Steel &	Aluminum	16"	1'-6"	1'-6"	1'-6"	1,-6"	1,-6"	1'-6"	1,-6"	1:-6"	1'-6"	1,-6,	1,-6"	1,-6	1-6	1,-6"	1,-6,	1,-6	1,-6"	1-6"	1,-6
A: THICK FOR THE	100	Steel Sipe Arch	÷	Rise	(in.)					*******			4	46	51	55	59	63	29	71	7.5	79	83	87	91
Table II/				Span									53	90	99	73	84	87	95	103	112	117	128	137	142
	Corrugated	Steel & Aluminum	3" × 1"	n Rise										46			59			3 71			83		2 91
				Span				_						9			8,1	87	95	103	112	117	128	137	142
	Corrugated	Steel & Aluminum	2 2/3" x 1/2"	Span Rise	- 1		21 15	24 18			42 29			64 43			83 57								
			li əzi2					21			36			54			-	78	84	06	96	102	108	4	120

Aluminized Type 2 Steel or Precoated Galvanized Steel shall be required for steel spans up to 42" according to Article 1006.01.

Thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness if helical seam fabrication is utilized.

The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 3 tons per square foot.

The Type 2 and 3 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 2 tons per square foot.

This minimum bearing capacity will be determined by the Engineer in the field.

r		<del></del>							,			<del></del>			-										
		***************************************	f.5 m	Aluminum	75 x 25				And				1.52	(1.91)	(1.91)	1.91	2.67	2.67	2.67	3.43	4.17	4.17			
			seeding 4	Alum	68 x 13 75 x 25	1.52	1.52	1.52	1.91	(2.67)	2.67	2.67	3,43	4.17	4.17										
	Type 3	Fill Height	Greater than 3 m not exceeding 4.5 m		125 x 25								(2.77)	2.77	2.77	2.77	2.77	2.77	2.77	2.77	(3.51)	(3.51)	3.51	3.51	4 27
S		LL.	ar than 3	Steel	75 x 25		***************************************						2.01	(2.77)	(2.77)	(2.77)	(2.77)	2.77	2.77	2.77	2.77	2.77	3.51	3.51	4 27
E ARCHI			Great	-	68 x 13	1 63	1.63	1.63	1.63	(2.01)	1.63	(2.77)	2.77	2.77	3.51	4.27	4.27					********	*************		
LOY PIP			3 m	wnu									1.52	1.52	1.52	1.91	2.67	2.67	2.67	3.43	4.17	4.17			
NUM AL			Greater than 1 m not exceeding 3 m	Aluminum	75 x 25 125 x 25 68 x 13 75 x 25	1.52	1.52	1.52	1.91	1.91	2.67	2.67	3.43	4.17	4.17							***********			
ALUMII S OVEF	Type 2	Fill Height:	m not e		25 x 25					*****			2.01	2.01	(2.77)	(2.77)	(2.77)	2.77	2.77	2.77	2.77	2.77	3.51	3.51	4.27
UGATEL HEIGH		III.	er than 1	Steel	75 x 25 1		***********			-			2.01	2.01	2.01	2.01	2.01	(2.77)	(2.77)	(2.77)	2.77	2.77	3.51	3.51	4.27
D CORR			Great		68 x 13	1.63	1.63	1.63	1.63	1.63	1.63	(2.77)	2.77	2.77	3.51	4.27	4.27								
HES ANI F PIPE A				E	75 x 25 mm								1.52	(1.91)	(1.91)	1.91	2.67	2.67	2.67	3.43	4.17	4.17			
PIPE ARCHE D SIZE OF P (Metric)			Ø	Aluminum	68 x 13	1.52	1.52	(1.91)	(2.67)	(2.67)	2.67	2.67	3.43	4.17	4.17				***************************************		iramana.	***************************************			
STEEL F T ROUN	Type 1	Fill Height	1 m and less				<del></del>						(2.77)	2.77	2.77	2.77	2.77	2.77	2.77	2.77	(3.51)	(3.51)	3.51	3.51	4.27
JGATED		LL	1	Steel	68 x 13 75 x 25 125 x 25								(2.77)	(2.77)	(2.77)	(2.77)	(2.77)	2.77	2.77	2.77	2.77	2.77	3.51	3.51	4.27
CORRU					8 × 13 7	1.63	1.63	1.63	(2.01)	(2.01)	(2.01)	2.77	2.77	2.77	3.51	4.27	4.27							***************************************	
A: THICKNESS FOR CORRUGATED STEEL PIPE ARCHES AND CORRUGATED ALUMINUM ALLOY PIPE ARCHES FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE (Metric)		Min.	, , , , , , , , , , , , , , , , , , ,	Steel &	=	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m	0.5 m
THICKN OR THE		ated	m m	Rise						***************************************	+		090	1170	300	400	200	1620		820	1920		2120		2320
Table IIA: FC		Corrugated Steel	125 x 25	Span				and the second new passes and the					1340	1520	1670	1850 1	2050	2200 1	2400 1	2600	2840 1	2970 2	3240 2		3600 2
Ţ	Corrugated	Steel & Aluminum	Pipe Arch 75 x 25 mm	Sis				-					1050	1170	1300	1400	1500	1620		1820			2120	2220	2320
	Com	& Alur	Pipe 75 x 2	Span									1340	1520	1670		2050	2200	2400	2600	2840	2970	3240	3470	3600
	Corrugated	Steel & Aluminum	Pipe Arch 68 x 13 mm	Rise		330	380	460		630	740		0.79	0 1100			1450			Andread of the State of the Sta			POSSIBLE AND		
			(ww)	Span		375 430	450 530	525 610			1060		1200 1440	1350 1620	1500 1800	1650 1950	1800 2100	1950	00	50	00	20	00	20	00
	92	iS bur	ent Rou	leviui	ρ∃	37	4,	52	009	2	006	5	5	13	15.	<u>6</u>	1 3	19	2100	2250	2400	2550	2700	2850	3000

Notes:

\* Aluminized Type 2 Steel or Precoated Galvanized Steel shall be required for steel spans up to 1060 mm according to Article 1006.01.

\* Aluminized Type 2 Steel or Precoated Galvanized Steel shall be required for steel spans up to 1060 mm according to Article 1006.01.

Thicknesses are based on longitudinal riveted seam fabrication, values in "()" can be reduced by one gage thickness if helical seam fabrication is utilized. The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 192 kN per square meter. This minimum bearing capacity will be determined by the Engineer in the field.

	Type 3	eight: an 10' not ing 15'	Arch	A-IV	A-IV	A-IV	A-IV	A-IV	. Y-K	Y-IV	A-IV	1450	1460	1470	1480	1480
CH PIPE F PIPE	Typ	Fill Height: Greater than 10' not exceeding 15'	里	HE-IV	HE≤	HF-IV	HE-I	HE-IV	HE-IS	HE-I	HE-IV	1460	1460	1460	1470	1470
CRETE AR	Type 2	Fill Height: Greater than 3' not exceeding 10'	Arch	H-H	H-A		₩-W-	A-III	A-III	A-III	A-III	H-W	A-III	H-H	H-H	A-III
RCED CON	Tyr	Fill H Greater tl exceec	里	HE-H	<b>≡</b> -₩	量量	≡- H	皇	₩	=- H H	≡-JH	三里里	₩	<b>=</b> -∰	旱里	三里
ID REINFOF FILL HEIGH	e 1	Fill Height: 3' and less	Arch	H-H	₩-₩	H-A	A-III	HR	H-A-III	A-II	A-II	A-II	A-II	H-H	H-A	H-⊩
PTICALL AN	Type 1	Fill Height: 3' and les	里	# <del>-</del> #	≡-H	≡- H	≡-H H	HE-III	量	三里	HE	HE-	-H	HE-I	- H	里
Table IIB: CLASSES OF REINFORCED CONCRETE ELLIPTICALL AND REINFORCED CONCRETE ARCH PIPE FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE		Minimum Cover	RCCP HE & A	10.1	10.	1, -0,	1.0-1	1, -0.,	-, o -	1, -0,,	1,-0,	 -0"	1, 0,		 -0 -	1' -0"
JFORCED C		Reinforced Concrete Arch pipe (in.)	Rise	1	13 1/2	15 1/2	18	22 1/2	22 1/2	26 5/8	31 5/16	36	40	45	54	54
S OF REIN		Reinf Con Arch pi	Span	18	22	26	28 1/2	36 1/4	36 1/4	43 3/4	51 1/8	58 1/2	65	73	88	88
CLASSE	Reinforced	Concrete Iliptical pipe (in.)	Rise	14	7	19	19	22	24	59	34	38	43	48	23	58
Table IIE FOR TI	Reinf	Concrete Concrete Elliptical pij	Span	23	23	30	30	34	38	45	53	09	68	9/	83	91
		Equivalent Round Size (in.)		15	<u></u>	21	24	27	30	36	42	48	54	09	99	72
					**********											

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

		<del>,</del>	<del>, , , , , , , , , , , , , , , , , , , </del>													
	Type 3	eight: an 3 m not ng 4.5 m	Arch	A-IV	A-I∨	A-IV	A-IV	A-IV	A-IV	A-IV	A-IV	70	70	70	20	20
	Тур	Fill Height: Greater than 3 m not exceeding 4.5 m	里	HE-IV	HE-IV	HE-IV	HE-IV	2-91	P-≥-	HE-IV	HE-≥	70	70	70	70	70
	l ype 2	eight: an 1 m not ng 3 m	Arch	A-III	A-III	H-H	H-H	A-III	A-III	#-H	A-III	A-III	H-∀	A-III	H-H	A-III
-	dk	Fill Height: Greater than 1 m not exceeding 3 m	H	HE-=I	里里	₩	HE-=	旱Ψ	≡-H	₩	HE-=	≡¥	₩	≡-H	≡-H	≡Ψ
	Type 1	Fill Height: 1 m and less	Arch	A-III	A-III	H-⊞	A-III	A-III	A-III	A-III	A-II	A-II	A-II	A-II	A-II	A-II
ŀ	dy.	F≣ † Taar	里	HE-#	二出	≡−Ψ	H-≡	HE-III	≡ <del>-</del> H	H-=	H-H	Ŧ	Ŧ	HĒ-I	¥	业
		Minimum Cover	RCCP HE & A	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m	0.3 m				
		Keinforced Concrete Arch pipe (mm)	Rise	279	343	394	457	572	572	676	795	914	1016	1143	1372	1372
		Keint Con Arch pi	Span	457	559	099	724	921	921	1111	1299	1486	1651	1854	2235	2235
		Keinforced Concrete Elliptical pipe (mm)	Rise	356	356	483	483	559	610	737	864	965	1092	1219	1346	1473
	(	Co Elliptica	Span	584	584	762	762	864	965	1143	1346	1524	1727	1930	2108	2311
		Equivalent Round Size (mm)		375	450	525	009	989	750	006	1050	1200	1350	1500	1676	1800

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

			an 15',		СРР	AN	¥	×	ž	ž	ž	¥ Z	ž	¥	ž	
		e 4	eater the	aning zu	Д	×	×	Ą	×	ž	×	×		×	×	
		Type 4	Fill Height: Greater than 15'	nor exceeding zo	CPVC	×	×	×	×	×	×	×	×	Ą	Ą	
			開光		PVC	×	×	×	×	×	×	×	×	×	×	
					CPP	Ą	×	×	×	Ϋ́	Ϋ́	×	Ą	ΑN	¥	1
	E PIPE		than 10',	2	CPE	×	¥	¥	Ϋ́	Ϋ́	¥	¥	Ą	Ą	¥	
	P OF TH	Type 3	Greater	ווחו בערבבחווות	PE	×	×	AN	×	× V	Ą	×	×	×	×	
	THE TO		Fill Height: Greater than 10'	ב <u>ֿי</u>	CPVC	×	×	×	×	×	×	×	×	A A	Ą	
	TABLE IIIA: PLASTIC PIPE PERMITTED DIAMETER AND FILL HEIGHT OVER THI		团		PVC	×	×	×	×	×	×	×	×	×	×	1
	IC PIPE L HEIGH				СРР	AN	×	×	×	Ϋ́	×	×	×	ΑN	Ϋ́	
	PLAST AND FIL		r than 3	2	CPE	×	×	×	×	Š Š	×	×	×	Α̈́	Ϋ́	
	LE IIIA: AETER,	Type 2	eight: Greater than		PE	×	×	ΑN	×	ΑĀ	×	×	×	×	×	
	TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE	,	Fill Height: Greater than 3',	5	CPVC	×	×	×	×	×	×	×	×	AA	Ϋ́	
	SIVEN P		ш.		PVC	×	×	×	×	×	×	×	×	×	×	
	OR A G				СРР	ΑN	×	×	×	NA	×	×	×	ΑN	×	
	ı.		nd less, in		CPE	×	×	×	×	NA	×	×	×	×	×	
		Type 1	ight: 3'a with 1'm		PE	×	×	AA	×	ΑN	×	×	×	×	×	
		and the state of t	Fill Height: 3' ar		CPVC	×	×	×	×	×	×	×	×	AN	NA	
-		described of the second of the			PVC	×	×	×	×	×	×	×	×	×	×	
			Nominal	Clariforn	(- E	10	12	15	18	21	24	30	36	42	48	Notes

PVC
Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE
Polyethylene (PE) pipe with a smooth interior
CPE
Corrugated Polyethylene (PE) pipe with a smooth interior
CPP
Corrugated Polypropylene (CPP) pipe with a smooth interior
X
This material may be used for the given pipe diameter and fill height
NA
Not Available

CPP CPP X X X X X X X X X X X X X X X X	e atter the eater the eate	Type 4 Fill Height: Greater than 4.5 m, not exceeding 6 m  NVC CPVC PE CPF  X X X NA   E S ×××××××××××××××××××××××××××××××××××		HE PIPE  4.5 m  CPE  NA  NA  NA  NA  NA  NA  NA  NA  NA  N	HE TOP OF THE PIF  Type 3  Itight: Greater than not exceeding 4.5 m NA  X X X NA  X NA	TABLE IIIA: PLASTIC PIPE PERMITTED	PERMIT OVER X X X X X X X X X X X X X X X X X X X	TABLE IIIA: PLASTIC PIPE PERMITTED OIAMETER AND FILL HEIGHT OVER TH (Metric)  Type 2  Type 2  Type 2  Type 2  Type 2  Type 3  Type 3  Type 4  Type 5  Type 7   AND FILL (MR (MR 3 m 1 r 1 m 1 m	TABLE IIIA: PLA  DIAMETER AND  Type 2  Type 2  Ight: Greater than not exceeding 3 m not exceeding 3 m NA X X X X X X X X X X X X X X X X X X	TABLE IIIA: PLASTIC  I PIPE DIAMETER AND FILL  (Metr  Type 2  Fill Height: Greater than 1 m, not exceeding 3 m  CPVC PE CPE  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X  X X X X X X X X  X X X X X X X X  X X X X X X X X  X X X X X X X X  X X X X X X X X  X X X X X X X X X  X X X X X X X X X X X  X	GVEN PC C C C C C C C C C C C C C C C C C C		Type 1  Il Height: 1 m and less, with 0.3 m min. cover    SPVC PE CPE    X X X X X X X X X X X X X X X X X X	A X X X X X X X X X X X X X X X X X X X	Fill Height: 1 m and 1 with 0.3 m min. cov CPVC PE CP	§ ××××××××××××××××××××××××××××××××××××	Nominal Diameter (mm) 250 300 375 450 525 600 750		
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ž	×	×	×	×	Α̈́	×	×	×	×	×	×	×	×	×	×	×	×	×	300
¥	×	×	×	ΑN	×	×	×	×	AA	×	×	×	×	ΑΝ	×	×	×	×	250
CPP	P.	CPVC	PVC	CPP	CPE	PE	CPVC	PVC	CPP	CPE	Я	CPVC	PVC	CPP	CPE	PE	CPVC	PVC	(mm)
an 4.5 5 m	eater tr teding (	not exce	ĒĒ	<u> </u>	14.5 m	ceeding	n neigin. not ex			3 m	xceeding	note			n. cover	3 m mir	with 0		Nominal
	6.4	dK I	***************************************			ype o			-		1 YPC &		l						
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Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE Polyethylene (PE) pipe with a smooth interior
CPE Corrugated Polyethylene (PE) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

	PE	Type 7	Fill Height: Greater than 30', not exceeding 35'	CPVC	×	· ·	×	· · ·	· ·	× ×	< <b>&gt;</b>	< >~	ΛΙΔ	C A	-
	OF THE PI								*****						_
RMITTED	OVER THE TOP		Fill Height: Greater than 25', not exceeding 30'												
STIC PIPE PE	FILL HEIGHT	Type 6	sreater than 25'	CPVC	×	×	×	×	×	×	×	×	ĄN	ž	
TABLE IIIB: PLASTIC PIPE PERMITTED	IAMETER AND		Fill Height: G	PVC	×	×	×	×	×	×	×	×	×	×	
<b>—</b>	FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE	5	than 20', not exceeding 25'												
		Type 5	Greater than	CPVC	×	×	×	×	×	×	×	×	ΑΝ	₹ Z	
			Fill Height: Greater	PVC	×	×	×	×	×	×	×	×	×	×	
~~		Matrice No.	Nominal Diameter	(ii)	10	12	15	18	21	24	30	36	42	48	

Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

F		<b>T</b>		7				-			_							
	HE PIPE	7 cov.T	Fill Heinht: Greater than 0 m not oversoding 40 E m	יווי יטשות סיפור ווומון פווי, ווטן פלטפטווון וויט	CPVC		× >	**************************************	~ >	< >	< >	< >	~ >	C IV	₹Z V			
	TABLE IIIB: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE (metric)	9	Fill Height: Greater than 7.5 m not exceeding 9 m															
	LASTIC PIPE ID FILL HEIG (metric)	Type 6	eater than 7		CPVC	,	< ×	< >	< ×	×	×	< ×	×	AM	ξ ζ Z			
	TABLE IIIB: PI E DIAMETER AN		Fill Height: Gr	X	PVC	>	< ×	<   <b>&gt;</b>	< ×	< ×	×	< ×	×	×	×			
	FOR A GIVEN PIPE		n, not exceeding 7.5 m															
		Type	Туре	Type 5	Type	ater than 6 m		CPVC	×	×	×	×	×	×	×	×	Ϋ́	Ą
		A CONTRACTOR OF THE CONTRACTOR	Fill Height: Greater than 6 m,		PVC	×	×	×	×	×	×	×	×	×	×			
			Nominal	Cial icial	Ē	250	300	375	450	525	009	750	006	1000	1200			

Polyvinyl Chloride (PVC) pipe with a smooth interior Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior Polyethylene (PE) pipe with a smooth interior This material may be used for the given pipe diameter and fill height Not Available." Notes: PVC CPVC PE X NA

Revise the first sentence of the first paragraph of Article 542.04(c) of the Standard Specifications to read:

"Compacted aggregate, at least 4 in. (100 mm) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except compacted impervious material shall be used for the outer 3 ft (1 m) at each end of the pipe culvert."

Revise the seventh paragraph of Article 542.04(d) of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Replace the third sentence of the first paragraph of Article 542.04(h) of the Standard Specifications with the following:

"The total cover required for various construction loadings shall be the responsibility of the Contractor."

Delete "Table IV : Wheel Loads and Total Cover" in Article 542.04(h) of the Standard Specifications.

Revise the first and second paragraphs of Article 542.04(i) of the Standard Specifications to read:

"(i) Deflection Testing for Pipe Culverts. All PE, PVC and CPP pipe culverts 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 pipe culverts with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP pipe culverts with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise Articles 542.04(i)(1) and (2) of the Standard Specifications to read:

- "(1) For all PVC pipe: as defined using ASTM D 3034 methodology.
- (2) For all PE and CPP pipe: the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the second sentence of the second paragraph of Article 542.07 of the Standard Specifications to read:

"When a prefabricated end section is used, it shall be of the same material as the pipe culvert, except for polyethylene (PE), polyvinylchloride (PVC), and polypropylene (PP) pipes which shall have metal end sections."

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."

#### PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

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

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

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

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

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

### RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES (BDE)

Effective: November 1, 2012 Revise: January 2, 2015

Revise Section 1031 of the Standard Specifications to read:

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

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

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material produced by cold milling or crushing an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

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

(a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface"). Prior to milling, the Contractor shall request the District provide documentation on the quality of the RAP to clarify the appropriate stockpile.

(1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix into which the FRAP will be incorporated.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP
	Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

- (2) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.
- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in this RAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. This RAP may have an inconsistent gradation and/or asphalt binder content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 5/8 in. (16 mm) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. 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.
- (5) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

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

Unless otherwise specified by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

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

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

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

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

(b) RAS Testing. RAS or RAS blended with manufactured sand shall be sampled and tested during stockpiling according to Illinois Department of Transportation Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Source".

Samples shall be collected during stockpiling at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS or RAS blended with manufactured sand shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

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

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

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

Parameter	FRAP/Homogeneous /Conglomerate	Conglomerate "D"  Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	± 0.03	

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

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the

RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

(b) Evaluation of RAS and RAS Blended with Manufactured Sand Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 µm)	± 4 %
No. 200 (75 µm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

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

### 1031.05 Quality Designation of Aggregate in RAP/FRAP.

- (a) RAP. The aggregate quality of the RAP for 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. Coarse and fine FRAP 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.

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

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

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

RAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

HMA Mixtures 1/, 2/	RAP/RAS Maximum ABR %			
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified	
30	30	30	10	
50	25	15	10	
70	15	10	10	
90	10	10	10	
105	10	10	10	

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the RAP/RAS ABR shall not exceed 50 percent of the mixture.
- 2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP/RAS ABR exceeds 25 percent (i.e. 26 percent RAP/RAS ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- (2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the FRAP/RAS table listed below for the given N design.

FRAP/RAS Maximum Asphalt Binder Replacement (ABR) Percentage

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

50	40	35	10
70	40	30	10
90	40	30	10
105	40	30	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.
- When FRAP/RAS ABR exceeds 20 percent for all mixes the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP/RAS ABR exceeds 25 percent (i.e. 26 percent ABR would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA the FRAP/RAS ABR shall not exceed 20 percent.
- 4/ For IL-4.75 mix the FRAP/RAS ABR shall not exceed 30 percent.

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

- (a) RAP/FRAP and/or RAS. RAP/FRAP and/or RAS mix designs shall be submitted for verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.300 shall be used for mix design purposes.

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

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

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

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

- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAP/FRAP and/or RAS. HMA plants utilizing RAP/FRAP and/or RAS shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.
    - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - d. Accumulated dry weight of RAP/FRAP/RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.
    - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
    - g. Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.
    - h. Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)
  - (2) Batch Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.



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

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

1031.09 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course (temporary access entrances only) and aggregate wedge shoulders Type B shall be as follows.

- (a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except "Non-Quality" and "FRAP". The testing requirements of Article 1031.03 shall not apply. RAP used 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. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

### REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

# STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004 Revised: April 1, 2009

<u>Description</u>. Steel cost adjustments will be made to provide additional compensation to the Contractor, or a credit to the Department, for fluctuations in steel prices when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form or failure to indicate contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment.

<u>Types of Steel Products</u>. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling) Structural Steel Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in has a contract value of \$10,000 or greater.

<u>Documentation</u>. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

SCA = Q X D

Where: SCA = steel cost adjustment, in dollars

Q = quantity of steel incorporated into the work, in lb (kg)

D = price factor, in dollars per lb (kg)

 $D = MPI_M - MPI_L$ 

Where: MPI<sub>M</sub> = The Materials Cost Index for steel as published by the Engineering News-

Record for the month the steel is shipped from the mill. The indices will be

converted from dollars per 100 lb to dollars per lb (kg).

MPI<sub>L</sub> = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the  $MPI_M$  will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

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

Percent Difference =  $\{(MPI_L - MPI_M) \div MPI_L\} \times 100$ 

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.



## Attachment

Attachment	
ltem	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights
	(masses)
Reinforcing Steel	See plans for weights
	(masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 − 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 – 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m )	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 – 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 – 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 – 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

### Return With Bid

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this completed form with his/her bid. Failure to submit the form or properly complete contract number, company name, and sign and date the form shall make this contract exempt of steel cost adjustments for all items of steel. Failure to indicate "Yes" for any item of work will make that item of steel exempt from steel cost adjustment. After award, this form, when submitted shall become part of the contract.

Contract No.:		
Company Name:		
Contractor's Option:		
Is your company opting to include this special provision as p following items of work?	art of the co	ontract plans for the
Metal Piling	Yes	
Structural Steel	Yes	
Reinforcing Steel	Yes	
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	
Guardrail	Yes	
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	
Metal Railings (excluding wire fence)	Yes	
Frames and Grates	Yes	
Signature:	Date:	



## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2014

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

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

#### Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

Add the following to Article 1102.01(a) of the Standard Specifications.

- "(13) Equipment for Warm Mix Technologies.
  - a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.



b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(e) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification."

#### Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

"The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C)."

### Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012 Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.



# **WORKING DAYS (BDE)**

Effective: January 1, 2002

The Contractor shall complete the work within 65 working days.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or 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.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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# 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.