

BID PROPOSAL INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

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

REQUESTS FOR AUTHORIZATION TO BID

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

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?

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

ABOUT AUTHORIZATION TO BID

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

ADDENDA AND REVISIONS

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

BID SUBMITTAL CHECKLIST

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

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

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

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

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

QUESTIONS: pre-letting up to execution of the contract

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

QUESTIONS: following contract execution

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

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RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting November 6, 2015

NOTICE TO PROSPECTIVE BIDDERS

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

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 74324
CUMBERLAND County
Section (113B)B-1
Route FAP 116
Project ACF-0116(060)
District 7 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 74324
CUMBERLAND County
Section (113B)B-1
Project ACF-0116(060)
Route FAP 116
District 7 Construction Funds**

141 cu yd cofferdam excavation; 129 cu yd granular backfill for structures; 370 cu yd concrete structures; 448.4 cu yd concrete superstructure; 576,030 lb structural steel; 161,910 lb rebar; 5,091 ft driving piles; 494 ft concrete gutter; 125 ft steel plate beam guardrail; 9 traffic barrier terminals; 4,423 ft paint pavement marking; 14 trees mobilization; traffic control and protection; federally funded. //j (Job No. C-97-087-08) //h (7-50199-0000) //P (362761, Chastain& Associates LLC, Decatur, IL)

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

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.

5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

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

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

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

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

Attach Cashier's Check or Certified Check Here

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

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

Item _____

Section No. _____

County _____

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.

8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.

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

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

Check box Yes
 Check box No

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT
 NUMBER - 74324

State Job # - C-97-875-08

County Name - CUMBERLAND- -
 Code - 35 - -
 District - 7 - -
 Section Number - (113B)B-1

Project Number
 ACF-0116/058/

Route
 FAP 116

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
A2001016	T-ACER RUBRM 2	EACH	4.000				
A2004620	T-GLEDIT TRI IN 2-1/2	EACH	5.000				
A2006516	T-QUERCUS BICOL 2	EACH	5.000				
X4021000	TEMP ACCESS- PRIV ENT	EACH	3.000				
X4023000	TEMP ACCESS- ROAD	EACH	1.000				
X4024000	TEMP ACCESS- FLD ENT	EACH	1.000				
X4060995	TEMPORARY RAMP SPL	SQ YD	36.000				
X4401198	HMA SURF REM VAR DP	SQ YD	2,297.000				
X5030305	CONC WEARING SURF 5	SQ YD	230.000				
X5040100	PREC BRIDGE APP SLAB	SQ FT	1,980.000				
X5860110	GRANULAR BACKFILL STR	CU YD	129.000				
X7015005	CHANGEABLE MESSAGE SN	CAL DA	28.000				
X7040125	PIN TEMP CONC BARRIER	EACH	174.000				
Z0004552	APPROACH SLAB REM	SQ YD	248.000				
Z0004638	PAVT BREAKING	SQ YD	2,109.000				

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Z0005010	HMA F PATCH (C M)	TON	3.000				
Z0018002	DRAINAGE SCUPPR DS-11	EACH	4.000				
Z0046304	P UNDR FOR STRUCT 4	FOOT	225.000				
Z0049799	PROT RESET SURVEY MRK	EACH	2.000				
Z0070202	SURVEY MARKER VAULT	EACH	3.000				
Z0073002	TEMP SOIL RETEN SYSTM	SQ FT	2,607.000				
Z0076600	TRAINEES	HOUR	1,000.000		0.800		800.000
Z0076604	TRAINEES TPG	HOUR	1,000.000		15.000		15,000.000
20100110	TREE REMOV 6-15	UNIT	101.500				
20100210	TREE REMOV OVER 15	UNIT	69.000				
20101000	TEMPORARY FENCE	FOOT	242.000				
20200100	EARTH EXCAVATION	CU YD	4,510.000				
20400800	FURNISHED EXCAVATION	CU YD	9,132.000				
20600110	GRAN EMBANK SPEC	TON	569.000				
25000200	SEEDING CL 2	ACRE	2.100				

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25000305	SEEDING CL 3A	ACRE	0.100				
25000400	NITROGEN FERT NUTR	POUND	198.000				
25000500	PHOSPHORUS FERT NUTR	POUND	198.000				
25000600	POTASSIUM FERT NUTR	POUND	198.000				
25100115	MULCH METHOD 2	ACRE	2.100				
25100630	EROSION CONTR BLANKET	SQ YD	494.000				
28000250	TEMP EROS CONTR SEED	POUND	440.000				
28000305	TEMP DITCH CHECKS	FOOT	127.000				
28000400	PERIMETER EROS BAR	FOOT	817.000				
28000500	INLET & PIPE PROTECT	EACH	3.000				
28100207	STONE RIPRAP CL A4	TON	857.000				
28200200	FILTER FABRIC	SQ YD	1,284.000				
35101600	AGG BASE CSE B 4	SQ YD	345.000				
35102400	AGG BASE CSE B 12	SQ YD	1,091.000				
35650400	BASE CSE WID 9	SQ YD	512.000				

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40600275	BIT MATLS PR CT	POUND	9,862.000				
40600990	TEMPORARY RAMP	SQ YD	51.000				
40603085	HMA BC IL-19.0 N70	TON	250.000				
40603315	HMA SC "C" N70	TON	577.000				
40701821	HMA PAVT FD 7	SQ YD	170.000				
40701861	HMA PAVT FD 9	SQ YD	1,974.000				
40800050	INCIDENTAL HMA SURF	TON	164.000				
42001420	BR APPR PVT CON (PCC)	SQ YD	182.000				
44000100	PAVEMENT REM	SQ YD	5.000				
44000400	GUTTER REM	FOOT	745.000				
44201789	CL D PATCH T2 12	SQ YD	134.000				
48101500	AGGREGATE SHLDS B 6	SQ YD	1,175.000				
48203033	HMA SHOULDERS 9	SQ YD	1,117.000				
50100300	REM EXIST STRUCT N1	EACH	1.000				
50100400	REM EXIST STRUCT N2	EACH	1.000				

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50200100	STRUCTURE EXCAVATION	CU YD	355.000				
50200300	COFFERDAM EXCAVATION	CU YD	141.000				
50201101	COFFERDAM TYP 1 LOC 1	EACH	1.000				
50300100	FLOOR DRAINS	EACH	20.000				
50300225	CONC STRUCT	CU YD	370.100				
50300255	CONC SUP-STR	CU YD	448.400				
50300260	BR DECK GROOVING	SQ YD	1,423.000				
50300300	PROTECTIVE COAT	SQ YD	1,852.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				
50500505	STUD SHEAR CONNECTORS	EACH	7,464.000				
50800205	REINF BARS, EPOXY CTD	POUND	161,910.000				
50800515	BAR SPLICERS	EACH	1,420.000				
50800530	MECHANICAL SPLICERS	EACH	238.000				
51201900	FUR STL PILE HP14X89	FOOT	5,013.000				
51202305	DRIVING PILES	FOOT	5,013.000				

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51203900	TEST PILE ST HP14X89	EACH	5.000				
51500100	NAME PLATES	EACH	1.000				
52000110	PREF JT STRIP SEAL	FOOT	96.000				
52100010	ELAST BEARING ASSY T1	EACH	12.000				
52100510	ANCHOR BOLTS 3/4	EACH	12.000				
52100520	ANCHOR BOLTS 1	EACH	48.000				
542A5527	P CUL CL A 1 EQRS 72	FOOT	27.000				
54260311	TRAVERS PIPE GRATE	FOOT	117.000				
54263372	CONC ES 542011 72 1:3	EACH	2.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	98.000				
60600095	CLASS SI CONC OUTLET	CU YD	7.000				
60602800	CONC GUTTER TB	FOOT	494.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	125.000				
63100085	TRAF BAR TERM T6	EACH	4.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	5.000				

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63200310	GUARDRAIL REMOV	FOOT	1,050.000				
66600105	FUR ERECT ROW MARKERS	EACH	13.000				
66700305	PERM SURV MKRS T2	EACH	2.000				
67000400	ENGR FIELD OFFICE A	CAL MO	16.000				
67100100	MOBILIZATION	L SUM	1.000				
70100405	TRAF CONT-PROT 701321	EACH	1.000				
70100450	TRAF CONT-PROT 701201	L SUM	1.000				
70100460	TRAF CONT-PROT 701306	L SUM	1.000				
70100500	TRAF CONT-PROT 701326	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	5.000				
70106500	TEMP BR TRAF SIGNALS	EACH	1.000				
70300100	SHORT TERM PAVT MKING	FOOT	408.000				
70300220	TEMP PVT MK LINE 4	FOOT	9,259.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	1,985.000				
70400100	TEMP CONC BARRIER	FOOT	1,900.000				

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70400200	REL TEMP CONC BARRIER	FOOT	1,887.500				
70600250	IMP ATTN TEMP NRD TL3	EACH	2.000				
70600251	IMP ATTN TEMP NRN TL3	EACH	6.000				
70600350	IMP ATTN REL NRD TL3	EACH	2.000				
70600352	IMP ATTN REL NRN TL3	EACH	4.000				
78001110	PAINT PVT MK LINE 4	FOOT	4,423.000				
78100100	RAISED REFL PAVT MKR	EACH	21.000				
78100105	RAISED REF PVT MKR BR	EACH	4.000				
78200410	GUARDRAIL MKR TYPE A	EACH	10.000				
78201000	TERMINAL MARKER - DA	EACH	5.000				
78300100	PAVT MARKING REMOVAL	SQ FT	803.000				

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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.

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

B. Negotiations

Section 50-15. Negotiations.

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

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

C. Inducements

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to 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.

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G. Insider Information

Section 50-50. Insider information.

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

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

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

III. CERTIFICATIONS

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code 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.

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C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

Section 50-14 Environmental Protection Act violations.

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

F. Educational Loan

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

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

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

G. Bid-Rigging/Bid Rotating

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

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

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

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

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

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H. International Anti-Boycott

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

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

I. Drug Free Workplace

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

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

J. Disclosure of Business Operations in Iran

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

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

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

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

Check the appropriate statement:

Company has no business operations in Iran to disclose.

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

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

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

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

NA-FEDERAL

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

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

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

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

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

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

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

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IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

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

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

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

RETURN WITH BID

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

Completed by: _____
Signature of Individual or Authorized Representative Date

NOT APPLICABLE STATEMENT

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

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

Signature of Authorized Representative Date

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes ___ No ___ If "No" is checked, the bidder only needs to complete the signature box on this page.

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

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

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

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

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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.

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**Contract No. 74324
CUMBERLAND County
Section (113B)B-1
Project ACF-0116(060)
Route FAP 116
District 7 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

RETURN WITH BID

**Contract No. 74324
CUMBERLAND County
Section (113B)B-1
Project ACF-0116(060)
Route FAP 116
District 7 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL) Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP) Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

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

(IF A JOINT VENTURE) Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____
Attest _____
Signature _____
Business Address _____

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



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

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____
(Signature and Title)

By _____
(Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

Signed and attested before me on _____ (date)

Signed and attested before me on _____ (date)

by _____
(Name of Notary Public)

by _____
(Name of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Seal) _____
(Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

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



Return with Bid

Division of Highways
Proposal Bid Bond

Item No. _____

Letting Date _____

KNOW ALL PERSONS BY THESE PRESENTS, That We _____

as PRINCIPAL, and _____

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

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

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

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

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

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

(Company Name)

(Company Name)

By _____ (Signature and Title)

By _____ (Signature of Attorney-in-Fact)

Notary for PRINCIPAL

Notary for SURETY

STATE OF _____
COUNTY OF _____

STATE OF _____
COUNTY OF _____

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

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

(Name of Notary Public)

(Name of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Seal) _____ (Signature of Notary Public)

(Date Commission Expires)

(Date Commission Expires)

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

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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

Bureau of Small Business Enterprises **Local Let Projects**
2300 South Dirksen Parkway Submit forms to the
Springfield, Illinois 62764 Local Agency

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.



Subcontractor Registration Number _____

Letting _____

Participation Statement

Item No. _____

(1) Instructions

Contract No. _____

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

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

Pay Item No.	Description (Anticipated items for trucking)*	Quantity	Unit Price	Total
Total				

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

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

*Applies to trucking only

(4) Commitment

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

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

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

Signature for Contractor __ 1st Tier __ 2nd Tier

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

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

Date _____

Contact Person _____

Title _____

Firm Name _____

Address _____

City/State/Zip _____

Phone _____

Email Address _____

E _____

WC _____

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

PROPOSAL ENVELOPE



PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 74324
CUMBERLAND County
Section (113B)B-1
Project ACF-0116(060)
Route FAP 116
District 7 Construction Funds**



Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

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

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

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

A. Bribery

Section 50-5. Bribery.

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

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

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

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

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

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

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

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

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

B. Felons

Section 50-10. Felons.

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

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

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

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

D. Prohibited Bidders, Contractors and Subcontractors

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

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

E. Section 42 of the Environmental Protection Act

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

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

_____ Name of Subcontracting Company		
_____ Authorized Officer	_____ Date	

RETURN WITH SUBCONTRACT
SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

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

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

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

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

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

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

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

DISCLOSURE OF FINANCIAL INFORMATION

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

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

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services.

Yes ___ No ___

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3 Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

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

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

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields for Signature of Authorized Officer and Date

OWNERSHIP CERTIFICATION

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

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

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



- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. November 6, 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. 74324
CUMBERLAND County
Section (113B)B-1
Project ACF-0116(060)
Route FAP 116
District 7 Construction Funds**

141 cu yd cofferdam excavation; 129 cu yd granular backfill for structures; 370 cu yd concrete structures; 448.4 cu yd concrete superstructure; 576,030 lb structural steel; 161,910 lb rebar; 5,091 ft driving piles; 494 ft concrete gutter; 125 ft steel plate beam guardrail; 9 traffic barrier terminals; 4,423 ft paint pavement marking; 14 trees mobilization; traffic control and protection; federally funded. //j (Job No. C-97-087-08) //h (7-50199-0000) //P (362761, Chastain& Associates LLC, Decatur, IL)

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

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

By Order of the
Illinois Department of Transportation

Randall S. Blankenhorn,
Secretary

INDEX
 FOR
 SUPPLEMENTAL SPECIFICATIONS
 AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 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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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 FAP Route 116 (IL 130), Project ACF-0116 (060), Section (113B)B-1, Cumberland County, Contract 74324, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

The work on this project is located at existing SN 018-0027 carrying FAP Route 116 (ILL 130) over Range Creek 0.8 miles north of the Jasper County line in Cumberland County.

DESCRIPTION OF PROJECT

The work on this project consists of removing and replacing the existing structure utilizing stage construction, hot-mix asphalt resurfacing, earthwork, guardrail and traffic barrier terminals, pavement marking, seeding, and any other work necessary to complete this section.

TRAFFIC CONTROL PLAN

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 contained herein and in the plans.

Special attention is called to Articles 107.09, 107.14 and 107.15 of the Standard Specifications for Road and Bridge Construction, the following Highway Standards and Special Details relating to traffic control, and these Special Provisions.

Highway Standards:

701001	701006	701011	701201	701301	701306
	701311	701321	701326	701901	

Standard 701001: This standard shall apply during miscellaneous work which is performed more than 15' foot from the edge of pavement. This traffic control and protection standard shall be included in the cost of the total contract.

Standard 701006: This standard shall apply for any work which is performed within 15', but not closer than 24" to the edge of the traffic lane. This traffic control and protection standard shall be included in the cost of the total contract.

Standard 701011: This standard shall apply during any off-road moving operations. This traffic control and protection standard shall be included in the cost of the total contract.

Standard 701201: This standard shall apply to pavement patching and placement/relocation of temporary concrete barrier. This traffic control and protection standard shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701201.

Standard 701301: This standard shall apply when short time work operations are being performed. Typically such operations are bituminous density testing, application of temporary pavement marking, and survey operations. This traffic control and protection standard shall be included in the cost of the total contract.

Standard 701306: This standard shall apply during milling operations and hot-mix asphalt resurfacing. This traffic control and protection standard shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701306.

Standard 701311: This standard shall apply during pavement marking operations 2 lane 2 way day only. This traffic control and protection standard shall be included in the cost of the total contract.

Standard 701321: This standard shall be used where at any time, any vehicle, equipment, workers or their activities will encroach on one lane of structure number 018-0027 and temporary traffic signals are required. This standard applies to removal and replacement of the structure carrying Illinois Route 130 over Range Creek 0.8 miles north of the Jasper County line in Cumberland County.

The cost of furnishing and maintaining Traffic Control and Protection 701321, at the location specified, as detailed in the plans, Highway Standard, and Special Provisions shall be paid for at the contract unit price EACH for TRAFFIC CONTROL AND PROTECTION 701321, at the location specified, which price shall include all detector loops, stop bars, pavement markings, barricades, drums, signs, and other items required except for Temporary Bridge Traffic Signals, Temporary Concrete Barrier, Temporary Impact Attenuators, and Traffic Control Surveillance will be paid for in accordance with the Standard Specifications. Temporary Pavement Marking shall be placed from Stop Bar to Stop Bar. The placement of the temporary pavement marking shall be considered included in the traffic control standard and no additional compensation will be permitted. The removal of the temporary pavement marking shall be paid for as Work Zone Pavement Marking Removal.

During the entire construction period, the road shall be kept open to traffic as follows:

- (a) In accordance with the applicable portions of the Standard Specifications during the resurfacing operations.
- (b) Access to all public roads and private entrances shall be maintained during all stages of the work.

Temporary portable bridge traffic signals will not be permitted during the winter, November 1 to March 15, unless they are directly wired to a power source.

The Contractor shall ensure the continual visibility of signs is maintained and not obstructed by vegetation or other obstacles.

If at any time signs are in place but not applicable, they shall be turned from the view of motorists or covered as directed by the Engineer.

The cost of furnishing, erecting, maintaining, and removing all required signs shall be included in the various Traffic Control and Protection pay items.

The temporary rumble strips will be required on this project at locations shown on Standard 701321.

During installation of Standard 701321, all signals shall flash red and flaggers shall be used.

The lenses on raised reflective pavement markers in the taper areas shall be removed, stored, and replaced by the Contractor upon completion of stage II work. Removing, storing, and replacing the reflectors shall be included in the cost of TRAFFIC CONTROL AND PROTECTION, STANDARD 701321.

Bridge Width Restriction Signs: The contractor shall provide and install the following signs to advise motorists of the width restriction created by the stage construction bridge work. The signs shall be installed on wing barricades, unless otherwise specified, at the locations listed below:

Stage I Signs:

Southbound:

One each: "MAX WIDTH 10 FT - 0 IN" 4 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just south of US 40 near Greenup.

Northbound:

One each: "MAX WIDTH 10 FT - 0 IN" 12 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just north of IL 33 near Newton.

One each: "MAX WIDTH 10 FT - 0 IN" 6 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just north of CR 6 near Rose Hill.

Stage II Signs:

Southbound:

One each: "MAX WIDTH 10 FT - 6 IN" 4 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just south of US 40 near Greenup.

Northbound:

One each: "MAX WIDTH 10 FT - 6 IN" 12 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just north of IL 33 near Newton.

One each: "MAX WIDTH 10 FT - 6 IN" 6 MILES AHEAD with the sign dimensions (48" x 48"). To be installed along IL 130 just north of CR 6 near Rose Hill.

The Engineer shall approve the exact locations of all proposed signs and barricades prior to installation. Installation shall be in accordance with Standard 701901. The signs shall be installed with flags.

The contractor shall be responsible for the maintenance of the barricades and signs during the life of the project. The contractor shall ensure the continual visibility of these signs is maintained and not obstructed by vegetation or other obstacles.

The signs shall be promptly removed when the restriction is no longer in effect.

The cost of providing, installing, maintaining and removing width restriction signs and wing barricades will be included in the contract bid price for TRAFFIC CONTROL AND PROTECTION STANDARD 701321.

Standard 701326: This standard shall apply to paved shoulder removal and construction of base course widening. This traffic control and protection standard shall be paid for at the contract unit price per LUMP SUM for TRAFFIC CONTROL AND PROTECTION, STANDARD 701326.

Standard 701901: Traffic Control and Protection, Standard 701901 applies to traffic control devices to be used on this project.



W12-I103 (Width is 8D);
 No border, Black on White;
 "MAX WIDTH" D;
 No border, Black on Orange;
 "XX'-XX\"" D;
 No border, Black on White;
 "X MILES" D; "AHEAD" D;

CHANGEABLE MESSAGE SIGNS

This work consists of furnishing, installation, maintenance, and removal of Changeable Message Signs as directed by the Engineer, in accordance with Section 701 of the Standard Specifications, and as herein specified.

The Changeable Message Signs to be installed under this item are to be used as advanced notification of the impending work. The Engineer will determine the messages to be displayed. Two Changeable Message Signs will be required for this project, one for each approach to the project on Illinois Route 130. The Engineer will determine the exact locations of the Changeable Message Signs.

The Changeable Message Signs shall be in place a minimum of the 14 days directly prior to the commencement of work that requires a lane closure, unless approved by Engineer. Delays caused by failure to provide the required notice shall not be considered justification for a change in the working days allowed on the contract.

This work will be paid for at the contract unit price per CAL DAY for CHANGEABLE MESSAGE SIGNS. The maximum pay for this pay item is 14 calendar days per message sign. If the contractor delays their start date the message signs shall remain in place until lane closures are necessary and no payment will be made for any days beyond the 14 day maximum.

TRAFFIC BARRIER TERMINALS

Holes required for attaching traffic barrier terminals to structures shall be formed or cored. Drilled holes will not be permitted.

AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001

Revised: March 22, 2007

Revise Article 402.10 of the Standard Specifications to read:

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

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

- (a) Field entrance. The minimum width shall be 3.6 m (12 ft.). The minimum completed thickness shall be 150 mm (6 in.). The maximum grade shall be twelve percent, except as required to match the existing grade.
- (b) Private Entrance. The minimum width shall be 3.6 m (12 ft.). The minimum compacted thickness shall be 150 mm (6 in.). The maximum grade shall be eight percent, except as required to match the existing grade.

- (c) Commercial Entrance. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The maximum grade shall be six percent, except as required to match the existing grade.
- (d) Road. The minimum width shall be 7.2 m (24 ft). The minimum compacted thickness shall be 230 mm (9 in.). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

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

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

Add the following to Article 402.12 of the Standard Specifications:

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

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

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

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

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

APPROACH SLAB REMOVAL

Description. This work shall consist of the complete removal of the existing approach slab as shown in the plans. All pavement and appurtenances within the limits of the approach slab shall be removed. This includes, but not limited to, Portland cement concrete pavement, hot-mix asphalt overlays, reinforcement, curbs, inlets, stabilized subbase, approach footing (sleeper slab), connector pavement, and expansion joint material adjacent to the approach slab.

Approach slab removal shall be performed in accordance with Section 440 and Article 442.05(a) of the Standard Specifications.

Method of Measurement. Approach Slab Removal will be measured for payment in place and the area computed in square yards.

Basis of Payment. This work will be paid for at the contract unit price per square yard for APPROACH SLAB REMOVAL.

CLASS BS AGGREGATE OPTIMIZATION

For superstructure construction, Class BS concrete shall contain a blend of two or more coarse aggregate sizes blended in accordance with Article 1004.02(d). The blended aggregate will consist of CA-7 or CA-11 with CA-13, CA14, or CA-16. The blended coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) sieve and a maximum of 60 percent passing the 1/2 in. (12.5 mm) at the discretion of the Engineer.

The cost of compliance with this requirement shall be considered included in the cost of CONCRETE SUPERSTRUCTURES.

BORROW AREAS, USE AREAS, AND/OR WASTE AREAS

Effective: November, 2009

In addition to the provisions contained in Article 107.22 of the Standard Specifications, any required submittal(s) to the District office shall require four (4) copies sent for processing. All copies of pictures submitted shall be in color.

EMBANKMENT

Effective: October, 2009

Embankments shall be constructed according to Sections 202, 204 and 205 of the Standard Specifications and as required, or modified, in this Special Provision.

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

All material proposed for use in embankment construction shall be approved by the Engineer. In addition to the requirements of Section 204, soils exhibiting the following properties shall not be allowed:

Liquid Limit (AASHTO T 89) greater than 60.

Soils exhibiting the following properties shall be restricted to the interior of the embankment:

Less than 35% passing the #200 sieve.

Liquid Limit (AASHTO T 89) greater than 50 but less than 60.

Plasticity Index (AASHTO T 90) less than 12.

These restricted soils shall be encapsulated by a minimum of two (2) feet of unrestricted soil as directed by the Engineer. The thickness of encapsulation shall not include topsoil. The Engineer may restrict or prohibit the use of materials other than those identified above, which exhibit potential for significant erosion or excessive volume change.

Where lime modified soil is shown on the plans, materials placed in the top two (2) feet of embankments shall have a clay content greater than or equal to 20% over the width of improved subgrade. Clay is defined according to AASHTO M 145. Clay content shall be determined according to AASHTO T 88.

The moisture content of all embankment lifts, including embankment placed adjacent to a structure, shall not exceed 110% of the optimum moisture determined according to AASHTO T 99 (Method C). If the Engineer determines the embankment lifts are unstable after achieving the required density, the Contractor shall reprocess and compact the unstable material as directed by the Engineer. The Engineer may reduce the allowable moisture content to correct or prevent stability problems during embankment construction.

When proposed embankment height is greater than 30 ft, any embankment lift shall provide a minimum Immediate Bearing Value (IBV) of 3.0 when tested by the Engineer according to Illinois Testing Procedure 501 or 502. Any embankment lift not providing the minimum required IBV will be removed and replaced, modified and/or re-processed, to provide an IBV of 3.0. The volume of material covered by this requirement includes the entire cross sectional area of the embankment, greater than 30 ft height, and an additional 250 ft in each direction of the starting and ending station where the embankment height is greater than 30 ft.

This work will not be paid for separately, but shall be considered included in the unit prices for Earth Excavation, Borrow, and/or Furnished Excavation as included in the project.

INCIDENTAL HOT-MIX ASPHALT SURFACING

This work shall be done in accordance with Section 408 of the Standard Specifications except that bituminous priming material and aggregate for covering the prime coat will not be measured for payment, but will be included in the contract unit price per ton (metric ton) for INCIDENTAL HOT-MIX ASPHALT SURFACING.

REMOVAL OF EXISTING RAISED REFLECTIVE PAVEMENT MARKERS

The removal of existing raised reflective pavement markers shall be included in the contract unit price per square yard (square meter) for HOT-MIX ASPHALT SURFACE REMOVAL of the thickness shown on the plans.

PAVEMENT PATCHING STANDARD 442201

This work shall be done in accordance with Section 442 of the Standard Specifications and as shown on Standard 442201 except that no triangular patches shall be allowed and the minimum dimension on all patches shown shall be 4 feet (1.2 meters).

PROTECTING OR RESETTING SURVEY MARKERS

Description. This work shall consist of protecting or resetting existing survey markers and existing survey marker vaults at the locations shown on the plans and as described in section 105.09 and 107.20 of the standard specifications. Survey markers may consist of property corners, section corners, subsection corners, or existing permanent survey markers.

Construction Requirements. All the existing survey markers listed in the plans or discovered in the field shall be documented and cross-tied by an Illinois Professional Land Surveyor prior to the start of work. Existing survey marker vaults shall be adjusted so the cover is $\frac{1}{4}$ " below the final pavement elevation.

Property Corners, Section Corners, and Subsection Corners. For those to be reset outside the paved surface, a $\frac{5}{8}$ inch diameter by minimum 30 inch long reinforcement bar and a $1\frac{7}{8}$ inch minimum diameter cap shall be installed. The cap shall be a corrosion-resistant aluminum survey cap of a design compatible with the reinforcement bar for a solid, tight fit after installation. The cap shall be marked as appropriate and shall also display the license number of the Illinois Professional Land Surveyor.

For those to be reset within the paved surface, a rebar and cap shall be installed in a hole cored into the paved surface. A survey marker vault shall be installed according to District 7 Detail No. Z0070202 and the associated special provision.

As required, a new monument record shall be prepared and filed in the appropriate county court house for all government corners in accordance with Illinois Statutes, Chapter 765 ILCS Section 220 "Land Survey Monuments Act" and a recorded copy sent to the District 7 Chief of Surveys.

Permanent Survey Markers. Permanent survey markers to be reset shall be in accordance with Section 667 of the Standard Specifications and as shown on Highway Standard 667101.

Basis of Payment. The work for protecting or resetting survey markers shall be paid for at the contract unit price per each for PROTECTING OR RESETTING SURVEY MARKERS, which price shall include hiring an Illinois Professional Land Surveyor, and providing the labor and equipment necessary to protect or reset survey markers and to adjust existing vaults.

The work for furnishing and installing new survey marker vaults will be paid for according to the survey marker vault special provision.

LINEAR DELINEATION PANELS

Effective: August 28, 2008

Revised: February 15, 2012

Description. This work shall consist of placing linear delineation panels on temporary concrete barrier wall and new or existing concrete parapet wall.

Materials. Each panel shall not be less than 34 inches in length and 6 inches in width. The panels shall be constructed of cube-corner retroflective material in standard highway colors permanently bonded to an aluminum substrate. The lateral edges of each panel shall be hemmed. The panel assembly shall have a repeating raised lateral ridge every 2.25 inches. Each ridge shall be 0.34 inches high with a 45° profile and a 0.28 inch radius top. Each panel shall be attached according to the manufacturer's specifications and/or recommendations.

Daytime color requirements shall be determined from measurement of the retroreflective sheeting applied to aluminum test panels. Daytime color shall be measured instrumentally using a spectrophotometer employing annular 45/0 (or equivalent 0/45) illuminating and viewing geometry. Measurements shall be made in accordance with ASTM E1164 for ordinary colors or ASTM E2153 for fluorescent colors. Chromaticity coordinates shall be calculated for CIE Illuminant D65 and the CIE 1931 (2o) Standard Colorimetric Observer in accordance with ASTM E308 for ordinary colors or ASTM E2152 for fluorescent colors.

Chromaticity Limits for White

	x	Y	x	y	x	y	x	y	Limit Y (%)	
									Min	Max
White	0.303	0.287	0.368	0.353	0.340	0.380	0.274	0.316	40	-

Chromaticity Limits for Fluorescent Orange

	x	y	x	y	x	y	x	y	Total Luminance Factor Y (%) Min
Fluor. Orange	0.595	0.351	0.645	0.355	0.583	0.416	0.542	0.403	30

Chromaticity Limits for Fluorescent Yellow

	x	Y	x	Y	x	y	x	y	Total Luminance Factor YT (%) Min
Fluor. Yellow	0.521	0.424	0.557	0.442	0.479	0.520	0.454	0.491	40

General.

- (a) Temporary. Two (2) panels shall be placed on each section of temporary concrete barrier wall 6 inches down from the top. These panels shall be alternating white and fluorescent orange and have a spacing of 28 inches apart and centered horizontally on each section of barrier wall. These panels shall be used in lieu of the Type C Crystal colored reflectors shown on Standard 704001.
- (b) Permanent. Panels shall be placed on each new or existing concrete parapet wall 6 inches down from the top and shall remain in place after the project has been completed. The panels color shall match the adjacent edge line and placed on the parapet wall spaced at 50-foot centers and centered horizontally. These panels shall be used in lieu of the typical reflector markers shown on Standard 635011.

Basis of Payment. The Linear Delineation Panels will not be paid for separately but shall be considered included in the cost of the contract.

TOPSOIL

In areas of the project that are to be seeded, the top 4" of soil shall be vegetation sustaining soil subject to the approval of the Engineer. This soil shall be obtained within the construction limits of the project. If additional soil is needed to complete the project per the plans, the Contractor shall furnish this from outside the right-of-way.

This work will not be paid for separately, but shall be included in the contract unit prices for Earth Excavation, Borrow Excavation, or Furnished Excavation.

TEMPORARY RAMP, SPECIAL

Temporary ramps shall be constructed using hot-mix asphalt along entrances and side roads as determined by the Engineer. Temporary ramps will be required after the HMA surface removal operation has been performed and any subsequent HMA resurfacing operation that results in an elevation difference greater than 1" for commercial entrances and side roads and greater than 1 ½" for private entrances. The ramps shall be placed immediately upon completion of the removal operation or initial lift of HMA and removed just prior to the next resurfacing operation. The width of the ramps shall be two feet.

This work will be paid for at the contract unit price per square yard for TEMPORARY RAMP, SPECIAL.

SURVEY MARKER VAULT

Description. This work shall consist of furnishing and installing survey marker vaults for protection and access to survey markers.

Materials. The access cover will be cast from a special aluminum alloy that is comparable to bronze in hardness. The access cover shall be specially engineered and designed to provide a snug fit, incorporating equidistant locking ridges, inside a standard 6" (150 mm) diameter, or outside a standard 5" (125 mm) diameter, schedule 40 pvc pipe. The access cover shall have special uniform 1" (25 mm) thick top surface to permit information to be easily machine-stamped into it. The access cover shall include a stainless captured screw and an opposing recessed hinge assembly as its locking mechanism. The access cover shall incorporate a special access hole for cleaning and drainage, drilled at 30° inside the ring of the access cover, to the drilled and tapped hole provided for the stainless captured screw. Composition: aluminum 92-93%; magnesium 6.5-7.5%. Strength: yield - 19,000-21,000 psi (131-145 mpa); Tensile - 38,000-44,000 psi (262-303 mpa); Elongation - 10-15% in 2" (50 mm). Specifications: alloy 535.0; qq-a-601es. No exceptions.

CONSTRUCTION REQUIREMENTS

Work shall not start on this item until the final lift of surface has been completed.

The survey monument cover assembly shall be centered above the survey monument to be protected.

Modification of the aluminum casting shall be done by grinding or sawing when a decrease in height is required.

Aluminum casting shall be placed over a 5" (125 mm) PVC pipe or inside of a 6" (150 mm) PVC pipe when an increase in height is required.

All survey monument cover assemblies shall be placed 1/4" (6 mm) below the final surface.

The casting shall be anchored in the 8" (200 mm) diameter core hole with two-component epoxy conforming to applicable portions of article 1025.01 of the standard specifications.

Basis of Payment. This work will be paid for at the contract unit price per each for SURVEY MARKER VAULT which price shall include all labor and material as specified including coring the new pavement surface and epoxy. No additional compensation will be allowed.

STATUS OF UTILITIES TO BE ADJUSTED

The following utilities are involved in this project. The utility companies have provided the estimated dates.

<u>Name/Address of Utility</u>	<u>Type</u>	<u>Est. Date of Location</u>	<u>Relocation Compl.</u>
MCCMetro Comm. Co., Inc. 8 S. Washington St., Suite 200 Sullivan, Illinois 61951 (217) 728-2827	Fiber Optic	Relocate on Lt. Side Sta. 699+00 to Sta. 712+00	Unknown
Frontier Communications 1205 S. Central Ave. Paris, Illinois 61944 (217) 463-3129	Fiber Optic Exchange Cable	Relocate on Lt. Side Sta. 699+00 to Sta. 712+00	Unknown
E-J Water Coop. Inc P.O. Box 8, 108 S. Main St. Dieterich, Illinois 62424 (217) 925-5566	6" Water Main	Relocate on Lt. Side Sta. 699+00 to Sta. 712+00 Caution on Rt. Side Sta. 703+00 to Sta. 704+00	Unknown Unknown
Norris Electric Coop. P.O. Box 6000 8543 N. State Highway 130 Newton, Illinois 62448	7.2 kv Power Service	Relocate on Lt. Side Sta. 703+65 to Sta. 716+55	Unknown

The above represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Section 102, and Articles 105.07, 107.20, 107.39, and 108.02 of the Standard Specifications for Road and Bridge Construction shall apply.

The estimated utility relocation dates should be part of the progress schedule submitted by the Contractor. If any utility adjustments or relocations have not been completed by the above dates specified and when required by the Contractor's operations after these dates, the Contractor should notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's critical path schedule is affected.

HOT-MIX ASPHALT FOR PATCHING POTHOLE (COLD MIX)

This work shall consist of filling potholes on roadways within this section with hot-mix asphalt cold mix. The material shall be approved by the Engineer.

This work shall be paid for at the contract unit price per ton for HOT-MIX ASPHALT FOR PATCHING POTHOLE (COLD MIX), which price shall include all materials, equipment, and labor required to complete this work.

HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH

This work consists of the removal of the existing HMA surface of the roadway a variable depth with a self-propelled milling machine in accordance with Section 440 of the Standard Specifications. The depth removed shall provide for a uniform 2" thickness of the proposed HMA surface course as referenced from the proposed profile grades shown in the plans. The existing surface of the roadway shall be removed to a nominal depth of 1/2" at centerline, outside the limits of the new hot-mix asphalt full depth pavement, where the elevation difference between the proposed profile and existing roadway is greater than 2".

The HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH shall be measured in accordance with Article 440.07 as indicated for HMA surface removal. This work shall be paid for at the contract unit price per SQUARE YARD for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH, which price shall include all material, equipment, and labor necessary to complete the work and remove the millings from the project site.

PAVEMENT BREAKING

The existing pavement shall be broken in place at the locations indicated in the plans in accordance with Article 205.03 and Section 440 of the Standard Specifications. The pavement shall be broken to allow for drainage. The equipment used and method of pavement breaking shall meet the approval of the Engineer and the pavement shall be broken to the Engineer's satisfaction. This work shall be paid for at the contract unit price per SQUARE YARD for PAVEMENT BREAKING.

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).

Equipment: 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 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 Article 1020.13(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.

TEMPORARY SOIL RETENTION SYSTEM

Effective: December 30, 2002

Revised : May 11, 2009

Description. This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

General. The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

Construction. The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

Method of Measurement. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

Basis of Payment. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other excavation, performed in conjunction with this work, will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000

Revised: January 22, 2010

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

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

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

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

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

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

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

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

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

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 μ m).
- (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.

COFFERDAMS

Effective: October 15, 2011

Replace Article 502.06 with the following.

502.06 Cofferdams. A Cofferdam shall be defined as a temporary structure, consisting of engineered components, designed to isolate the work area from water to enable construction under dry conditions based on either the Estimated Water Surface Elevation (EWSE) or Cofferdam Design Water Elevation (CDWE) shown on the contract plans as specified below. When cofferdams are not specified in the contract documents and conditions are encountered where the excavation for the structure cannot be kept free of water for prosecuting the work by pumping and/or diverting water, the Contractor, with the written permission of the Engineer, will be permitted to construct a cofferdam.

The Contractor shall submit a cofferdam plan for each cofferdam to the Engineer for approval prior to the start of construction. Cofferdams shall not be installed or removed without the Engineer's approval. Work shall not be performed in flowing water except for the installation and removal of the cofferdam. The cofferdam plan shall address the following:

- (a) Cofferdam (Type 1). The Contractor shall submit a cofferdam plan which addresses the proposed methods of construction and removal; the construction sequence including staging; dewatering methods; erosion and sediment control measures; disposal of excavated material; effluent water control measures; backfilling; and the best management practices to prevent reintroduction of excavated material into the aquatic environment. The design and method of construction shall provide, within the measurement limits specified in Article 502.12, necessary clearance for forms, inspection of exterior of the forms, pumping, and protection of fresh concrete from water. For Type 1 cofferdams, it is anticipated the design will be based on the EWSE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 1 cofferdam designed for an elevation lower than the EWSE.
- (b) Cofferdam (Type 2). In addition to the requirements of Article 502.06(a), the Contractor's submittal shall include detailed drawings and design calculations, prepared and sealed by an Illinois Licensed Structural Engineer. For Type 2 cofferdams it is anticipated the design will be based on the CDWE shown on the contract plans. The Contractor shall assume all liability, financial or otherwise for a Type 2 cofferdam designed for an elevation lower than the CDWE.
- (c) Seal Coat. The seal coat concrete, when shown on the plans, is based on design assumptions in order to establish an estimated quantity. When seal coat is indeed utilized, it shall be considered an integral part of the overall cofferdam system and, therefore, its design shall be included in the overall cofferdam design submittal. If a seal coat was not specified but determined to be necessary, it shall be added to the contract by written permission of the Engineer. The seal coat concrete shall be constructed according to Article 503.14. After the excavation within the cofferdam has been completed and the piles have been driven (if applicable), and prior to placing the seal coat, the elevation of the bottom of the proposed seal coat shall be verified by soundings. The equipment and methods used to conduct the soundings shall meet the approval of the Engineer. Any material within the cofferdam above the approved bottom of the seal coat elevation shall be removed.

No component of the cofferdam shall extend into the substructure concrete or remain in place without written permission of the Engineer. Removal shall be according to the previously approved procedure. Unless otherwise approved in writing by the Engineer, all components of the cofferdam shall be removed.

Revise the first paragraph of 502.12(b) to read as follows.

- (b) Measured Quantities. Structure excavation, when specified, will be measured for payment in its original position and the volume computed in cubic yards (cubic meters). Horizontal dimensions will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of footings of bridges, walls, and corrugated steel plate arches. The vertical dimension for structure excavation will be the average depth from the surface of the material to be excavated to the bottom of the footing as shown on the plans or ordered in writing by the Engineer. The volume of any unstable and/or unsuitable material removed within the structure excavation will be measured for payment in cubic yards (cubic meters).

Revise the last paragraph of 502.12(b) to read as follows.

Cofferdam excavation will be measured for payment in cubic yards (cubic meters) in its original position within the cofferdam. Unless otherwise shown on the plans, the horizontal dimensions used in computing the volume will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of the substructure footings or 4 ft (1.2 m) outside of the faces of the substructure stem wall, whichever is greater. The vertical dimensions will be the average depth from the surface of the material to be excavated to the elevation shown on the plans for bottom of the footing, stem wall, or seal coat, or as otherwise determined by the Engineer as the bottom of the excavation.

Revise the first sentence of the sixth paragraph of 502.13 to read as follows.

Cofferdams, when specified, will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) or COFFERDAM (TYPE 2), at the locations specified.

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.....	1003.04
(b) Coarse Aggregates	1004.05

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.

COARSE AGGREGATE QUALITY (BDE)

Effective: July 1, 2015

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

“(b) Quality. The coarse aggregate shall be according to the quality standards listed in the following table.

COARSE AGGREGATE QUALITY				
QUALITY TEST	CLASS			
	A	B	C	D
Na ₂ SO ₄ Soundness 5 Cycle, ITP 104 ^{1/} , % Loss max.	15	15	20	25 ^{2/}
Los Angeles Abrasion, ITP 96 ^{11/} , % Loss max.	40 ^{3/}	40 ^{4/}	40 ^{5/}	45
Minus No. 200 (75 μm) Sieve Material, ITP 11	1.0 ^{6/}	---	2.5 ^{7/}	---
Deleterious Materials ^{10/}				
Shale, % max.	1.0	2.0	4.0 ^{8/}	---
Clay Lumps, % max.	0.25	0.5	0.5 ^{8/}	---
Coal & Lignite, % max.	0.25	---	---	---
Soft & Unsound Fragments, % max.	4.0	6.0	8.0 ^{8/}	---
Other Deleterious, % max.	4.0 ^{9/}	2.0	2.0 ^{8/}	---
Total Deleterious, % max.	5.0	6.0	10.0 ^{8/}	---
Oil-Stained Aggregate ^{10/} , % max	5.0	---	---	

1/ Does not apply to crushed concrete.

2/ For aggregate surface course and aggregate shoulders, the maximum percent loss shall be 30.

3/ For portland cement concrete, the maximum percent loss shall be 45.

4/ Does not apply to crushed slag or crushed steel slag.

5/ For hot-mix asphalt (HMA) binder mixtures, except when used as surface course, the maximum percent loss shall be 45.

6/ For crushed aggregate, if the material finer than the No. 200 (75 μm) sieve consists of the dust from fracture, essentially free from clay or silt, this percentage may be increased to 2.5.

- 7/ Does not apply to aggregates for HMA binder mixtures.
- 8/ Does not apply to Class A seal and cover coats.
- 9/ Includes deleterious chert. In gravel and crushed gravel aggregate, deleterious chert shall be the lightweight fraction separated in a 2.35 heavy media separation. In crushed stone aggregate, deleterious chert shall be the lightweight fraction separated in a 2.55 heavy media separation. Tests shall be run according to ITP 113.
- 10/ Test shall be run according to ITP 203.
- 11/ Does not apply to crushed slag.

All varieties of chert contained in gravel coarse aggregate for portland cement concrete, whether crushed or uncrushed, pure or impure, and irrespective of color, will be classed as chert and shall not be present in the total aggregate in excess of 25 percent by weight (mass).

Aggregates used in Class BS concrete (except when poured on subgrade), Class PS concrete, and Class PC concrete (bridge superstructure products only, excluding the approach slab) shall contain no more than two percent by weight (mass) of deleterious materials. Deleterious materials shall include substances whose disintegration is accompanied by an increase in volume which may cause spalling of the concrete.”

BRIDGE DECK CONSTRUCTION

Effective: October 22, 2013

Revised: April 18, 2014

Revise the Second Paragraph of Article 503.06(b) to read as follows.

“When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows.”

Revise Article 503.06(b)(1) to read as follows.

“(1) Bracket Placement. The spacing of brackets shall be per the manufacturer’s published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder.”

Revise Article 503.06(b)(2) to read as follows.

“(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer.”

Revise Article 503.06(b)(3) to read as follows.

“(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder.”

Delete the last paragraph of Article 503.06(b).

Revise the third paragraph of Article 503.16 to read as follows.

“Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V) \times 10^{-6} \text{ (English)}$$

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4) \times 10^{-6} \text{ (Metric)}$$

Where:

E = Evaporation Rate, lb/ft²/h (kg/sq m/h)

T_c = Concrete Temperature, °F (°C)

T_a = Air Temperature, °F (°C)

r = Relative Humidity in percent/100

V = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed."

Revise the third paragraph of Article 503.16(a)(1) to read as follows.

"At the Contractor's option, a vibrating screed may be used in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2)."

Delete the fifth paragraph of 503.16(a)(1).

Revise Article 503.16(a)(2) to read as follows.

"(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

Revise Article 1020.14(b) to read as follows.

- “(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.
- (1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).
- (2) Non-Bridge Deck Concrete. Except as noted above, the temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

If concrete is pumped, the temperature restrictions above shall be considered at point of placement. When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C). When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article.”

Revise Article 1103.13(a) to read as follows.

- “(a) Bridge Deck. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started.”

Revise Article 1103.17(k) to read as follows.

“(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent.

Fogging equipment attached to the finishing machine will not be permitted.”

CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013

Description. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001, 542006, 542011, or 542016. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

Item	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3)	1004.05
(d) Structural Steel (Note 4)	1006.04
(e) Anchor Bolts and Rods (Note 5)	1006.09
(f) Reinforcement Bars	1006.10(a)
(g) Nonshrink Grout	1024.02
(h) Chemical Adhesive Resin System	1027
(i) Mastic Joint Sealer for Pipe	1055
(j) Hand Hole Plugs	1042.16

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.

Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.

Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

CONSTRUCTION REQUIREMENTS

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

Method of Measurement. This work will be measured for payment as each, with each end of each culvert being one each.

Basis of Payment. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001; CONCRETE END SECTION, STANDARD 542006; CONCRETE END SECTION, 542011; or CONCRETE END SECTION, 542016, of the pipe diameter and slope specified.

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

Effective: April 1, 2014

Revised: August 1, 2014

Add the following to Article 606.02 of the Standard Specifications:

“(i) Polyurethane Joint Sealant 1050.04”

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

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

Add the following to Section 1050 of the Standard Specifications:

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

CONCRETE MIX DESIGN – DEPARTMENT PROVIDED (BDE)

Effective: January 1, 2012

Revised: January 1, 2014

For the concrete mix design requirements in Article 1020.05(a) of the Supplemental Specifications and Recurring Special Provisions, the Contractor has the option to request the Engineer determine mix design material proportions for Class PV, PP, RR, BS, DS, SC, and SI concrete. A single mix design for each class of concrete will be provided. Acceptance by the Contractor to use the mix design developed by the Engineer shall not relieve the Contractor from meeting specification requirements.

CONTRACT CLAIMS (BDE)

Effective: April 1, 2014

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

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

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

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

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

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

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

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000

Revised: November 2, 2015

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

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

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

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **4.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026.
 - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting.

- (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to DOT.DBE.UP@illinois.gov or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

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

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

The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration or to extend the time for award.

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

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

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

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.
 - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
 - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
 - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
 - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
 - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
 - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
 - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.

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

- (a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) SUBCONTRACT. The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

(d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.

(e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

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

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE 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 Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

EQUAL EMPLOYMENT OPPORTUNITY (BDE)

Effective: April 1, 2015

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

"EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and IDOT and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Illinois Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or IDOT, and in all respects comply with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (6) That it will permit access to all relevant books, records, accounts, and work sites by personnel of IDOT and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights Rules and Regulations.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations."

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

"II. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify IDOT and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with these provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.”

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	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA Low ESAL	Stabilized Subbase or Shoulders	<u>Allowed Alone or in Combination</u> ^{5/} : Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-19.0 or IL-19.0L SMA Binder	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete ^{3/}
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-9.5 or IL-9.5L SMA Ndesign 50 Surface	<u>Allowed Alone or in Combination</u> ^{5/} : Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/}

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

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

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

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

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

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

"MINIMUM COMPACTED LIFT THICKNESS	
Mixture Composition	Thickness, in. (mm)
IL-4.75	3/4 (19)
IL-9.5, IL-9.5L	1 1/4 (32)
SMA-12.5	2 (51)
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 IL-9.5	CA 11 ^{1/} CA 16 and/or CA 13 CA 16
HMA Low ESAL	IL-19.0L IL-9.5L Stabilized Subbase or Shoulders	CA 11 ^{1/} CA 16

1/ 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) ^{1/} ; HMA Shoulders ^{2/}

1/ Uses 19.0L binder mix.

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

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

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

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

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

Note 2. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay.

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 Size	IL-19.0 mm		SMA 12.5 ^{4/}		IL-9.5 mm		IL-4.75 mm	
	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 ^{5/}	32	52 ^{2/}	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 ^{3/}	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 μm) sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above 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				
Ndesign	Voids in the Mineral Aggregate (VMA), % minimum			Voids Filled with Asphalt Binder (VFA), %
	IL-19.0	IL-9.5	IL-4.75 ^{1/}	
50	13.5	15.0	18.5	65 – 78 ^{2/}
70				
90				65 - 75

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

2/ VFA for IL-4.75 shall be 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 _{DES} =30	4.0	15.0	65-78
IL-19.0L	N _{DES} =30	4.0	13.5	N/A"

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

"(3) SMA Mixtures.

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:

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

Note 1. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 2. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 3. The Engineer reserves the right to require additional hot bin gradations for batch plants if control problems are evident.

Note 4. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature. If the mixture is allowed to cool to room temperature, it shall be reheated to standard HMA compaction temperatures.”

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

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

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

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

CONTROL LIMITS						
Parameter	High ESAL Low ESAL		SMA		IL-4.75	
	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 Content	± 0.3 %	± 0.2 %	± 0.2 %	± 0.1 %	± 0.3 %	± 0.2 %
Voids	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %	± 1.2 %	± 1.0 %
VMA	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}	-0.7 % ^{2/}	-0.5 % ^{2/}

1/ Based on washed ignition oven

2/ Allowable limit below minimum design VMA requirement

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

1/ Based on washed ignition oven.

2/ Does not apply to IL-4.75.

3/ SMA also requires the 3/8 in. (9.5 mm) sieve.”

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

Delete Article 1030.06(b) of the Standard Specifications.

Delete Article 1102.01(e) of the Standard Specifications.

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

Effective: November 1, 2013

Revised: November 1, 2014

Description. 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.

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

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

Add the following to Article 1030.04 of the Standard Specifications:

“(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (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 ^{1/}

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 Content	± 0.3 %

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

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

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

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

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

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

“(b) Low ESAL Mixtures.”

System for Hydrated Lime Addition. 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.”

Basis of Payment. 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
- “(j) Spray Paver 1102.06”

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

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

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

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

The bituminous material for the prime coat shall be placed one lane at a time. If a spray paver is not used, the primed lane shall remain closed until the prime coat is fully cured and does not pickup under traffic. When placing prime coat through an intersection where it is not possible to keep the lane closed, the prime coat may be covered immediately following its application with fine aggregate mechanically spread at a uniform rate of 2 to 4 lb/sq yd (1 to 2 kg/sq m).

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

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

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

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

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

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

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

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

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

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

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

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

Revise Article 407.02 of the Standard Specifications to read:

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

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

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

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

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

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

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

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

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

Revise Article 1032.02 of the Standard Specifications to read:

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

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

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

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

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

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

Add the following to Article 1032.06 of the Standard Specifications.

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

Requirements for SS-1vh			
Test		SPEC	AASHTO Test Method
Saybolt Viscosity @ 25C,	SFS	20-200	T 72
Storage Stability, 24hr.,	%	1 max.	T 59
Residue by Evaporation,	%	50 min.	T 59
Sieve Test,	%	0.3 max.	T 59

Tests on Residue from Evaporation			
Penetration @25°C, 100g., 5 sec.,	dmm	20 max.	T 49
Softening Point,	°C	65 min.	T 53
Solubility,	%	97.5 min.	T 44
Orig. DSR @ 82°C,	kPa	1.00 min.	T 315"

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

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

Add the following to Article 1101 of the Standard Specifications.

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

Add the following to Article 1102 of the Standard Specifications:

“1102.06 Spray Paver. The spreading and finishing machine shall be capable of spraying a rapid setting emulsion tack coat, paving a layer of HMA, and providing a smooth HMA mat in one pass. The HMA shall be spread over the tack coat in less than five seconds after the application of the tack coat during normal paving speeds. No wheel or other part of the paving machine shall come into contact with the tack coat before the HMA is applied. In addition to meeting the requirements of Article 1102.03, the spray paver shall also meet the requirements of Article 1102.05 for the tank, heating system, pump, thermometer, tachometer or synchronizer, and calibration. The spray bar shall be equipped with properly sized and spaced nozzles to apply a uniform application of tack coat at the specified rate for the full width of the mat being placed.”

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/Section
(a) Galvanized Corrugated Steel Pipe	1006.01
(b) Galvanized Corrugated Steel Pipe Arch	1006.01
(c) Bituminous Coated Corrugated Steel Pipe	1006.01
(d) Bituminous Coated Corrugated Steel Pipe Arch	1006.01
(e) Reserved	
(f) Aluminized Steel Type 2 Corrugated Pipe	1006.01
(g) Aluminized Steel Type 2 Corrugated Pipe Arch	1006.01
(h) Precoated Galvanized Corrugated Steel Pipe	1006.01
(i) Precoated Galvanized Corrugated Steel Pipe Arch	1006.01
(j) Corrugated Aluminum Alloy Pipe	1006.03
(k) Corrugated Aluminum Alloy Pipe Arch	1006.03
(l) Extra Strength Clay Pipe	1040.02
(m) Concrete Sewer, Storm Drain, and Culvert Pipe	1042
(n) Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe	1042
(o) Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe.....	1042
(p) Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe	1042
(q) Polyvinyl Chloride (PVC) Pipe	1040.03
(r) Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	1040.03
(s) Corrugated Polypropylene (CPP) pipe with smooth Interior	1040.08
(t) Corrugated Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(u) Polyethylene (PE) Pipe with a Smooth Interior	1040.04
(v) Rubber Gaskets and Preformed Flexible Joint Sealants for Concrete Pipe	1056
(w) Mastic Joint Sealer for Pipe	1055
(x) External Sealing Band	1057
(y) Fine Aggregate (Note 1)	1003.04
(z) Coarse Aggregate (Note 2)	1004.05

(aa) Packaged Rapid Hardening Mortar or Concrete 1018
 (bb) Nonshrink Grout 1024.02
 (cc) Reinforcement Bars and Welded Wire Fabric 1006.10
 (dd) Handling Hole Plugs 1042.16

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
A	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
C	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” 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:

“Table IA: Classes of Reinforced Concrete Pipe
 for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe

Nominal Diameter in.	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7
	Fill Height: 3' and less 1' min cover	Fill Height: Greater than 3' not exceeding 10'	Fill Height: Greater than 10' not exceeding 15'	Fill Height: Greater than 15' not exceeding 20'	Fill Height: Greater than 20' not exceeding 25'	Fill Height: Greater than 25' not exceeding 30'	Fill Height: Greater than 30' not exceeding 35'
12	IV	II	III	IV	IV	V	V
15	IV	II	III	IV	IV	V	V
18	IV	II	III	IV	IV	V	V
21	III	II	III	IV	IV	V	V
24	III	II	III	IV	IV	V	V
30	IV	II	III	IV	IV	V	V
36	III	II	III	IV	IV	V	V
42	II	II	III	IV	IV	V	V
48	II	II	III	IV	IV	V	V
54	II	II	III	IV	IV	V	V
60	II	II	III	IV	IV	V	V
66	II	II	III	IV	IV	V	V
72	II	II	III	IV	V	V	V
78	II	II	III	IV	2020	2370	2730
84	II	II	III	IV	2020	2380	2740
90	II	II	III	1680	2030	2390	2750
96	II	III	III	1690	2040	2400	2750
102	II	III	III	1700	2050	2410	2760
108	II	III	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

Table IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe (Metric)							
Nominal Diameter mm	Type 1	Type 2	Type 3	Type 4	Type 5	Type 6	Type 7
	Fill Height: 1 m and less 0.3 m min cover	Fill Height: Greater than 1 m not exceeding 3 m	Fill Height: Greater than 3 m not exceeding 4.5 m	Fill Height: Greater than 4.5 m not exceeding 6 m	Fill Height: Greater than 6 m not exceeding 7.5 m	Fill Height: Greater than 7.5 m not exceeding 9 m	Fill Height: Greater than 9 m not exceeding 10.5 m
300	IV	II	III	IV	IV	V	V
375	IV	II	III	IV	IV	V	V
450	IV	II	III	IV	IV	V	V
525	III	II	III	IV	IV	V	V
600	III	II	III	IV	IV	V	V
750	IV	II	III	IV	IV	V	V
900	III	II	III	IV	IV	V	V
1050	II	II	III	IV	IV	V	V
1200	II	II	III	IV	IV	V	V
1350	II	II	III	IV	IV	V	V
1500	II	II	III	IV	IV	V	V
1650	II	II	III	IV	IV	V	V
1800	II	II	III	IV	V	V	V
1950	II	II	III	IV	100	110	130
2100	II	II	III	IV	100	110	130
2250	II	II	III	80	100	110	130
2400	II	III	III	80	100	110	130
2550	II	III	III	80	100	120	130
2700	II	III	70	80	100	120	130

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

Nominal Diameter in.*	Type 1			Type 2			Type 3			Type 4			Type 5			Type 6			Type 7		
	Fill Height: 3' and less 1' min. cover			Fill Height: Greater than 3' not exceeding 10'			Fill Height: Greater than 10' not exceeding 15'			Fill Height: Greater than 15' not exceeding 20'			Fill Height: Greater than 20' not exceeding 25'			Fill Height: Greater than 25' not exceeding 30'			Fill Height: Greater than 30' not exceeding 35'		
	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"
12	0.064			0.064			0.064			0.064			0.064			0.064			0.064		
15	0.064			0.064			0.064			0.064			0.064			0.064			0.064		
18	(0.079)			0.064			0.064			0.064			0.064			(0.079)			(0.079)		
21	(0.079)			0.064			0.064			0.064			(0.079)			(0.079)			(0.079)		
24	(0.079)			0.064			0.064			0.064			(0.079)			(0.079)			(0.079)		
30	(0.109E)			0.064			0.064			0.064			(0.079)			(0.109)			(0.109)		
36	(0.109E)			0.064			(0.079)			(0.079)			(0.109)			0.109			(0.138E)		
42	0.079			0.064			(0.079)			(0.079)			(0.109)			(0.109E)			(0.109E)		
48	0.109	(0.109)	0.109	(0.109)	0.079	0.079	(0.109)	0.079	(0.109)	0.109	(0.109)	0.109	(0.138)	(0.109)	0.109	(0.138E)	0.109	0.109	(0.138E)	0.109	(0.138)
54	0.109	(0.109)	0.109	(0.109)	0.079	0.079	0.109	(0.109)	0.109	0.109	(0.109)	0.109	(0.138)	0.109	0.109	(0.138E)	0.109	(0.138)	(0.138E)	0.138	0.138
60	0.109	0.109	0.109	0.109	0.079	(0.109)	0.109	(0.109)	0.109	0.109	(0.109)	0.109	(0.138)	0.109	0.109	(0.138E)	(0.138)	(0.138)	0.138E	(0.138E)	(0.138E)
66	(0.138)	0.109	0.109	0.109	0.079	(0.109)	0.109	(0.109)	0.109	0.109	0.109	0.109	(0.138)	0.109	(0.138)	(0.138E)	0.138	0.138	0.138E	(0.138E)	0.138E
72	0.138	0.109	(0.138)	0.138	(0.109)	(0.109)	0.138	(0.109)	0.109	0.138	0.109	0.109	0.138	(0.138)	(0.138)	(0.168E)	(0.138E)	0.138E	(0.168E)	(0.138E)	0.138E
78	0.168	0.109	(0.138)	0.168	(0.109)	0.109	0.168	0.109	0.109	0.168	0.109	(0.138)	0.168	(0.138)	(0.138)	H0.168E	(0.138E)	0.138E	H0.168E	0.138E	(0.168E)
84	0.168	(0.138)	(0.138)	0.168	(0.109)	0.109	0.168	0.109	0.109	0.168	0.109	(0.138)	0.168	(0.138)	0.138	H0.168E	(0.138E)	0.138E	H0.168E	(0.168E)	(0.168E)
90		(0.138)	(0.138)		(0.109)	0.109		0.109	0.109		(0.138)	(0.138)		(0.138)	0.138		0.138E	(0.168E)		(0.168E)	(0.168E)
96		(0.138)	(0.138)		(0.109)	0.109		0.109	0.109		(0.138)	(0.138)		(0.138)	0.138		(0.168E)	(0.168E)		(0.168E)	(0.168E)
102		0.109Z	0.109Z		(0.109)	0.109		0.109	0.109		(0.138)	(0.138)		(0.138)	0.138		(0.168E)	(0.168E)		H0.138E	H0.168E
108		0.109Z	(0.138Z)		0.109	0.109		0.109	(0.138)		(0.138)	0.138		0.138	(0.168)		(0.168E)	(0.168E)		H0.138E	H0.168E
114		0.109Z	(0.138Z)		0.109	0.109		0.109	(0.138)		(0.138)	0.138		(0.168)	(0.168)		(0.168E)	0.168E		H0.138E	H0.168E
120		0.109Z	(0.138Z)		0.109	0.109		(0.138)	(0.138)		(0.138)	0.138		(0.168)	(0.168)		H0.138E	H0.168E		H0.168E	H0.168E
126		0.138Z	0.138Z		0.138	0.138		0.138	0.138		0.138	(0.168)		(0.168)	(0.168)		H0.138E	H0.168E		H0.168E	H0.168E
132		0.138Z	0.138Z		0.138	0.138		0.138	0.138		(0.168)	(0.168)		0.168	0.168		H0.138E	H0.168E		H0.168E	H0.168E
138		0.138Z	0.138Z		0.138	0.138		0.138	0.138		(0.168)	(0.168)		(0.168E)	H0.168E		H0.168E	H0.168E		H0.168E	
144		0.168Z	0.168Z		0.168	0.168		0.168	0.168		0.168	0.168		H0.168E	H0.168E		H0.168E	H0.168E		H0.168E	

Notes:

- * 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".
- 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 "H" indicates only helical seam fabrication is allowed.
- E Elongation according to Article 542.04(e)
- Z 1'-6" Minimum fill

TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE
 FOR THE RESPECTIVE DIAMETER OF PIPE 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)

Nominal Diameter mm *	Type 1 Fill Height:			Type 2 Fill Height:			Type 3 Fill Height:			Type 4 Fill Height:			Type 5 Fill Height:			Type 6 Fill Height:			Type 7 Fill Height:		
	1 m and less 0.3 m min. cover			Greater than 1 m not exceeding 3 m			Greater than 3 m not exceeding 4.5 m			Greater than 4.5 m not exceeding 6 m			Greater than 6 m not exceeding 7.5 m			Greater than 7.5 m not exceeding 9 m			Greater than 9 m not exceeding 10.5 m		
	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm
300	1.63			1.63			1.63			1.63			1.63			1.63			1.63		
375	1.63			1.63			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)			1.63			1.63			1.63			(2.01)			(2.01)			(2.01)		
600	(2.01)			1.63			1.63			1.63			(2.01)			(2.01)			(2.01)		
750	(2.77E)			1.63			1.63			(2.01)			(2.01)			(2.01)			(2.77)		
900	(2.77E)			1.63			(2.01)			(2.01)			(2.77)			2.77			(3.51E)		
1050	2.01			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)	(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
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	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	H 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)
2550		2.77Z	2.77Z		(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		2.77Z	(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		2.77Z	(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		2.77Z	(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		3.51Z	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		3.51Z	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		3.51Z	3.51Z		3.51	3.51		3.51	3.51		(4.27)	(4.27)		(4.27E)	H 4.27E		H 4.27E	H 4.27E		H 4.27E	H 4.27E
3600		4.27Z	4.27Z		4.27	4.27		4.27	4.27		4.27	4.27		H 4.27E	H 4.27E		H 4.27E	H 4.27E		H 4.27E	H 4.27E

Notes:

* 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.

A thickness preceded by an "H" indicates only helical seam fabrication is allowed.

E Elongation according to Article 542.04(e)

Z 450 mm Minimum Fill

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														
Nominal Diameter in.	Type 1		Type 2		Type 3		Type 4		Type 5		Type 6		Type 7	
	Fill Height: 3' and less 1' min. cover		Fill Height: Greater than 3' not exceeding 10'		Fill Height: Greater than 10' not exceeding 15'		Fill Height: Greater than 15' not exceeding 20'		Fill Height: Greater than 20' not exceeding 25'		Fill Height: Greater than 25' not exceeding 30'		Fill Height: Greater than 30' not exceeding 35'	
	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"
12	(0.075)		0.060		0.060		0.060		0.060		0.060		0.060	
15	(0.075)		0.060		0.060		0.060		0.060		0.060		0.060	
18	(0.075)		0.060		0.060		0.060		0.060		(0.075)		H 0.060	
21	H 0.060E		0.060		0.060		0.060		(0.075)		H 0.060		H 0.060E	
24	(0.105E)		0.060		0.060		(0.075)		(0.105)		(0.105)		(0.105E)	
30	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)	0.105	0.060	0.105	0.060	0.105	0.060	0.105	(0.075)	0.105E	0.105	0.105E	(0.105E)
48	0.105E	(0.075)	0.105	0.060	0.105	0.060	0.105	(0.075)	0.105	(0.105)	0.105E	(0.105E)	0.105E	(0.135E)
54	0.105E	(0.105)	0.105	0.060	0.105	0.060	0.105	(0.075)	0.105	(0.105)	0.105E	(0.105E)	(0.135E)	(0.135E)
60	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)
66	0.164E	(0.105)	0.164	0.060	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	0.060	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)		0.105		0.105		(0.135)		(0.135)		(0.164E)		(0.164E)
90		(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)		(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 0.164E		

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

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)														
Nominal Diameter mm	Type 1		Type 2		Type 3		Type 4		Type 5		Type 6		Type 7	
	Fill Height: 1 m and less 0.3 m min. cover		Fill Height: Greater than 1 m not exceeding 3 m		Fill Height: Greater than 3 m not exceeding 4.5 m		Fill Height: Greater than 4.5 m not exceeding 6 m		Fill Height: Greater than 6 m not exceeding 7.5 m		Fill Height: Greater than 7.5 m not exceeding 9 m		Fill Height: Greater than 9 m not exceeding 10.5 m	
	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm
300	(1.91)		1.52		1.52		1.52		1.52		1.52		1.52	
375	(1.91)		1.52		1.52		1.52		1.52		1.52		(1.91)	
450	(1.91)		1.52		1.52		1.52		1.52		(1.91)		H 1.52	
525	H 1.52E		1.52		1.52		1.52		(1.91)		H 1.52		H 1.52E	
600	(2.67E)		1.52		1.52		(1.91)		(2.67)		(2.67)		(2.67E)	
750	H 1.91E	H 1.52	1.91	H 1.52	1.91	H 1.52	(2.67)	H 1.52	(2.67)	H 1.52	H 1.91E	H 1.52	H 1.91E	H 1.52
900	(3.43E)	H 1.52E	1.91	H 1.52	(2.67)	H 1.52	(2.67)	H 1.52	(3.43)	H 1.52	H 1.91E	H 1.52	H 1.91E	H 1.52E
1050	2.67E	(1.91)	2.67	1.52	2.67	1.52	2.67	1.52	2.67	(1.91)	2.67E	2.67	2.67E	(2.67E)
1200	2.67E	(1.91)	2.67	1.52	2.67	1.52	2.67	(1.91)	2.67	(2.67)	2.67E	(2.67E)	2.67E	(3.43E)
1350	2.67E	(2.67)	2.67	1.52	2.67	1.52	2.67	(1.91)	2.67	(2.67)	2.67E	(2.67E)	(3.43E)	(3.43E)
1500	3.43E	(2.67)	3.43	1.52	3.43	(1.91)	3.43	(2.67)	3.43	(2.67)	3.43E	(3.43E)	(4.17E)	(3.43E)
1650	4.17E	(2.67)	4.17	1.52	4.17	(1.91)	4.17	(2.67)	4.17	(3.43)	4.17E	(3.43E)	H 4.17E	(3.43E)
1800	4.17E	(2.67)	4.17	1.52	4.17	(1.91)	4.17	(2.67)	4.17	(3.43)	H 4.17E	(3.43E)	H 4.17E	(4.17E)
1950		(3.43)		1.91		(2.67)		(2.67)		(3.43)		(3.43E)		(4.17E)
2100		(3.43)		2.67		2.67		(3.43)		(3.43)		(4.17E)		(4.17E)
2250		(3.43)		2.67		2.67		(3.43)		(3.43)		(4.17E)		(4.17E)
2400		(3.43)		2.67		2.67		(3.43)		(3.43)		(4.17E)		H 3.43E
2550		3.43Z		3.43		3.43		3.43		(4.17)		(4.17E)		H 3.43E
2700		3.43Z		3.43		3.43		3.43		(4.17)		(4.17E)		H 4.17E
2850		4.17Z		4.17		4.17		4.17		4.17		H 4.17E		H 4.17E
3000		4.17Z		4.17		4.17		4.17		4.17		H 4.17E		H 4.17E

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																									
Equivalent Round Size in.	Corrugated Steel & Aluminum Pipe Arch 2 2/3" x 1/2"		Corrugated Steel & Aluminum Pipe Arch 3" x 1"		Corrugated Steel Pipe Arch 5" x 1"		Min. Cover	Type 1					Type 2					Type 3							
	Span Rise (in.)*		Span Rise (in.)		Span Rise (in.)			Steel & Aluminum	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		
	Span (in.)	Rise (in.)	Span (in.)	Rise (in.)	Span (in.)	Rise (in.)	Span (in.)	Rise (in.)	2 2/3" x 1/2"	3"x1"	5" x 1"	2 2/3" x 1/2"	3"x1"	2 2/3" x 1/2"	3"x1"	5" x 1"	2 2/3" x 1/2"	3"x1"	2 2/3" x 1/2"	3"x1"	5" x 1"	2 2/3" x 1/2"	3"x1"		
15	17	13					1'-6"	0.064			0.060		0.064			0.060		0.064			0.064			0.060	
18	21	15					1'-6"	0.064			0.060		0.064			0.060		0.064			0.064			0.060	
21	24	18					1'-6"	0.064			(0.075)		0.064			0.060		0.064			0.064			0.060	
24	28	20					1'-6"	(0.079)			(0.105)		0.064			0.075		0.064			0.064			0.075	
30	35	24					1'-6"	(0.079)			(0.105)		0.064			0.075		(0.079)			(0.105)			(0.105)	
36	42	29					1'-6"	(0.079)			0.105		0.064			0.105		0.064			0.105			0.105	
42	49	33					1'-6"	0.109			0.105		(0.109)			0.105		(0.109)			0.105			0.105	
48	57	38	53	41	53	41	1'-6"	0.109	(0.109)	(0.109)	0.135	0.060	0.109	0.079	0.079	0.135	0.060	0.109	0.079	(0.109)	0.135	0.060	0.109	0.079	(0.109)
54	64	43	60	46	60	46	1'-6"	0.109	(0.109)	0.109	0.164	(0.075)	0.109	0.079	0.079	0.164	0.060	0.109	(0.109)	0.109	0.164	0.060	0.109	(0.109)	0.109
60	71	47	66	51	66	51	1'-6"	0.138	(0.109)	0.109	0.164	(0.075)	0.138	0.079	(0.109)	0.164	0.060	0.138	(0.109)	0.109	0.164	(0.075)	0.109	(0.075)	0.075
66	77	52	73	55	73	55	1'-6"	0.168	(0.109)	0.109		0.075	0.168	0.079	(0.109)		0.075	0.168	(0.109)	0.109			0.168	(0.109)	0.109
72	83	57	81	59	81	59	1'-6"	0.168	(0.109)	0.109		0.105	0.168	0.079	(0.109)		0.105	0.168	(0.109)	0.109			0.168	(0.109)	0.109
78			87	63	87	63	1'-6"		0.109	0.109		0.105		(0.109)	0.109		0.105		0.109	0.109			0.109	0.109	0.105
84			95	67	95	67	1'-6"		0.109	0.109		0.105		(0.109)	0.109		0.105		0.109	0.109			0.109	0.109	0.105
90			103	71	103	71	1'-6"		0.109	0.109		0.135		(0.109)	0.109		0.135		0.109	0.109			0.109	0.109	0.135
96			112	75	112	75	1'-6"		0.109	(0.138)		0.164		0.109	0.109		0.164		0.109	(0.138)			0.109	(0.138)	0.164
102			117	79	117	79	1'-6"		0.109	(0.138)		0.164		0.109	0.109		0.164		0.109	(0.138)			0.109	(0.138)	0.164
108			128	83	128	83	1'-6"		0.138	0.138				0.138	0.138				0.138	0.138			0.138	0.138	
114			137	87	137	87	1'-6"		0.138	0.138				0.138	0.138				0.138	0.138			0.138	0.138	
120			142	91	142	91	1'-6"		0.168	0.168				0.168	0.168				0.168	0.168			0.168	0.168	

Notes:

* 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.

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
 (Metric)

Equivalent Round Size (mm)	Corrugated Steel & Aluminum Pipe Arch 68 x 13 mm		Corrugated Steel & Aluminum Pipe Arch 75 x 25 mm		Corrugated Steel Pipe Arch 125 x 25 mm		Min. Cover	Type 1						Type 2						Type 3					
	Span Rise (mm)* (mm)		Span Rise (mm) (mm)		Span Rise (mm) (mm)			Fill Height:						Fill Height:						Fill Height:					
								1 m and less						Greater than 1 m not exceeding 3 m						Greater than 3 m not exceeding 4.5 m					
	Steel & Aluminum		Steel			Aluminum			Steel			Aluminum			Steel			Aluminum							
68 x 13 mm			75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm	125 x 25 mm	68 x 13 mm	75 x 25 mm					
375	430	330					0.5 m	1.63			1.52			1.63			1.52			1.63			1.52		
450	530	380					0.5 m	1.63			1.52			1.63			1.52			1.63			1.52		
525	610	460					0.5 m	1.63			(1.91)			1.63			1.52			1.63			1.52		
600	710	510					0.5 m	(2.01)			(2.67)			1.63			1.91			1.63			1.91		
750	870	630					0.5 m	(2.01)			(2.67)			1.63			1.91			(2.01)			(2.67)		
900	1060	740					0.5 m	(2.01)			2.67			1.63			2.67			1.63			2.67		
1050	1240	840					0.5 m	2.77			2.67			(2.77)			2.67			(2.77)			2.67		
1200	1440	970	1340	1050	1340	1050	0.5 m	2.77	(2.77)	(2.77)	3.43	1.52	2.77	2.01	2.01	3.43	1.52	2.77	2.01	(2.77)	3.43	1.52	2.77	2.01	(2.77)
1350	1620	1100	1520	1170	1520	1170	0.5 m	2.77	(2.77)	2.77	4.17	(1.91)	2.77	2.01	2.01	4.17	1.52	2.77	(2.77)	2.77	4.17	(1.91)	2.77	2.01	(2.77)
1500	1800	1200	1670	1300	1670	1300	0.5 m	3.51	(2.77)	2.77	4.17	(1.91)	3.51	2.01	(2.77)	4.17	1.52	3.51	(2.77)	2.77	4.17	(1.91)	3.51	2.01	(2.77)
1650	1950	1320	1850	1400	1850	1400	0.5 m	4.27	(2.77)	2.77		1.91	4.27	2.01	(2.77)		1.91	4.27	(2.77)	2.77		1.91	4.27	(2.77)	2.77
1800	2100	1450	2050	1500	2050	1500	0.5 m	4.27	(2.77)	2.77		2.67	4.27	2.01	(2.77)		2.67	4.27	(2.77)	2.77		2.67	4.27	(2.77)	2.77
1950			2200	1620	2200	1620	0.5 m		2.77	2.77		2.67		(2.77)	2.77		2.67		2.77	2.77		2.67		(2.77)	2.77
2100			2400	1720	2400	1720	0.5 m		2.77	2.77		2.67		(2.77)	2.77		2.67		2.77	2.77		2.67		(2.77)	2.77
2250			2600	1820	2600	1820	0.5 m		2.77	2.77		3.43		(2.77)	2.77		3.43		2.77	2.77		3.43		(2.77)	2.77
2400			2840	1920	2840	1920	0.5 m		2.77	(3.51)		4.17		2.77	2.77		4.17		2.77	(3.51)		4.17		2.77	2.77
2550			2970	2020	2970	2020	0.5 m		2.77	(3.51)		4.17		2.77	2.77		4.17		2.77	(3.51)		4.17		2.77	2.77
2700			3240	2120	3240	2120	0.5 m		3.51	3.51				3.51	3.51				3.51	3.51				3.51	3.51
2850			3470	2220	3470	2220	0.5 m		3.51	3.51				3.51	3.51				3.51	3.51				3.51	3.51
3000			3600	2320	3600	2320	0.5 m		4.27	4.27				4.27	4.27				4.27	4.27				4.27	4.27

Notes:

* 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 290 kN per square meter.

The Type 2 and 3 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.

Table IIB: CLASSES OF REINFORCED CONCRETE ELLIPTICAL AND REINFORCED CONCRETE ARCH PIPE FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE											
Equivalent Round Size (in.)	Reinforced Concrete Elliptical pipe (in.)		Reinforced Concrete Arch pipe (in.)		Minimum Cover RCCP HE & A	Type 1		Type 2		Type 3	
	Span	Rise	Span	Rise		Fill Height: 3' and less		Fill Height: Greater than 3' not exceeding 10'		Fill Height: Greater than 10' not exceeding 15'	
					HE	Arch	HE	Arch	HE	Arch	
15	23	14	18	11	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
18	23	14	22	13 1/2	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
21	30	19	26	15 1/2	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
24	30	19	28 1/2	18	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
27	34	22	36 1/4	22 1/2	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
30	38	24	36 1/4	22 1/2	1' -0"	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
36	45	29	43 3/4	26 5/8	1' -0"	HE-II	A-II	HE-III	A-III	HE-IV	A-IV
42	53	34	51 1/8	31 5/16	1' -0"	HE-I	A-II	HE-III	A-III	HE-IV	A-IV
48	60	38	58 1/2	36	1' -0"	HE-I	A-II	HE-III	A-III	1460	1450
54	68	43	65	40	1' -0"	HE-I	A-II	HE-III	A-III	1460	1460
60	76	48	73	45	1' -0"	HE-I	A-II	HE-III	A-III	1460	1470
66	83	53	88	54	1' -0"	HE-I	A-II	HE-III	A-III	1470	1480
72	91	58	88	54	1' -0"	HE-I	A-II	HE-III	A-III	1470	1480

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

Table IIB: CLASSES OF REINFORCED CONCRETE ELLIPTICAL AND REINFORCED CONCRETE ARCH PIPE
 FOR THE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE
 (Metric)

Equivalent Round Size (mm)	Reinforced Concrete Elliptical pipe (mm)		Reinforced Concrete Arch pipe (mm)		Minimum Cover RCCP HE & A	Type 1		Type 2		Type 3	
	Span	Rise	Span	Rise		Fill Height: 1 m and less		Fill Height: Greater than 1 m not exceeding 3 m		Fill Height: Greater than 3 m not exceeding 4.5 m	
					HE	Arch	HE	Arch	HE	Arch	
375	584	356	457	279	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
450	584	356	559	343	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
525	762	483	660	394	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
600	762	483	724	457	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
686	864	559	921	572	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
750	965	610	921	572	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
900	1143	737	1111	676	0.3 m	HE-II	A-II	HE-III	A-III	HE-IV	A-IV
1050	1346	864	1299	795	0.3 m	HE-I	A-II	HE-III	A-III	HE-IV	A-IV
1200	1524	965	1486	914	0.3 m	HE-I	A-II	HE-III	A-III	70	70
1350	1727	1092	1651	1016	0.3 m	HE-I	A-II	HE-III	A-III	70	70
1500	1930	1219	1854	1143	0.3 m	HE-I	A-II	HE-III	A-III	70	70
1676	2108	1346	2235	1372	0.3 m	HE-I	A-II	HE-III	A-III	70	70
1800	2311	1473	2235	1372	0.3 m	HE-I	A-II	HE-III	A-III	70	70

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

TABLE IIIA: PLASTIC PIPE PERMITTED
 FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE

Nominal Diameter (in.)	Type 1 Fill Height: 3' and less, with 1' min					Type 2 Fill Height: Greater than 3', not exceeding 10'					Type 3 Fill Height: Greater than 10', not exceeding 15'					Type 4 Fill Height: Greater than 15', not exceeding 20'			
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPP
	10	X	X	X	X	NA	X	X	X	X	NA	X	X	X	X	NA	X	X	X
12	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
15	X	X	NA	X	X	X	X	NA	X	X	X	X	NA	NA	X	X	X	NA	X
18	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
21	X	X	NA	NA	NA	X	X	NA	NA	NA	X	X	NA	NA	NA	X	X	NA	NA
24	X	X	X	X	X	X	X	X	X	X	X	X	NA	NA	NA	X	X	X	NA
30	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
36	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	NA	X	X	X	NA
42	X	NA	X	X	NA	X	NA	X	NA	NA	X	NA	X	NA	NA	X	NA	X	NA
48	X	NA	X	X	X	X	NA	X	NA	NA	X	NA	X	NA	NA	X	NA	X	NA

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

TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE (Metric)																			
Nominal Diameter (mm)	Type 1 Fill Height: 1 m and less, with 0.3 m min. cover					Type 2 Fill Height: Greater than 1 m, not exceeding 3 m					Type 3 Fill Height: Greater than 3 m, not exceeding 4.5 m					Type 4 Fill Height: Greater than 4.5 m, not exceeding 6 m			
	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPP
	250	X	X	X	X	NA	X	X	X	X	NA	X	X	X	X	NA	X	X	X
300	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
375	X	X	NA	X	X	X	X	NA	X	X	X	X	NA	NA	X	X	X	NA	X
450	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
525	X	X	NA	NA	NA	X	X	NA	NA	NA	X	X	NA	NA	NA	X	X	NA	NA
600	X	X	X	X	X	X	X	X	X	X	X	X	NA	NA	NA	X	X	X	NA
750	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	X	X	X	X	NA
900	X	X	X	X	X	X	X	X	X	X	X	X	X	NA	NA	X	X	X	NA
1000	X	NA	X	X	NA	X	NA	X	NA	NA	X	NA	X	NA	NA	X	NA	X	NA
1200	X	NA	X	X	X	X	NA	X	NA	NA	X	NA	X	NA	NA	X	NA	X	NA

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

TABLE IIIB: PLASTIC PIPE PERMITTED								
FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE								
Nominal Diameter (in.)	Type 5			Type 6			Type 7	
	Fill Height: Greater than 20', not exceeding 25'			Fill Height: Greater than 25', not exceeding 30'			Fill Height: Greater than 30', not exceeding 35'	
	PVC	CPVC		PVC	CPVC		CPVC	
10	X	X		X	X		X	
12	X	X		X	X		X	
15	X	X		X	X		X	
18	X	X		X	X		X	
21	X	X		X	X		X	
24	X	X		X	X		X	
30	X	X		X	X		X	
36	X	X		X	X		X	
42	X	NA		X	NA		NA	
48	X	NA		X	NA		NA	

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

TABLE IIIB: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE (metric)								
Nominal Diameter (mm)	Type 5			Type 6			Type 7	
	Fill Height: Greater than 6 m, not exceeding 7.5 m			Fill Height: Greater than 7.5 m, not exceeding 9 m			Fill Height: Greater than 9 m, not exceeding 10.5 m	
	PVC	CPVC		PVC	CPVC		CPVC	
250	X	X		X	X		X	
300	X	X		X	X		X	
375	X	X		X	X		X	
450	X	X		X	X		X	
525	X	X		X	X		X	
600	X	X		X	X		X	
750	X	X		X	X		X	
900	X	X		X	X		X	
1000	X	NA		X	NA		NA	
1200	X	NA		X	NA		NA	

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
- X This material may be used for the given pipe diameter and fill height
- NA Not Available

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.”

PAVED SHOULDER REMOVAL (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 440.07(b) of the Standard Specifications to read:

“(b) Measured Quantities. Pavement removal, driveway pavement removal, and paved shoulder removal will be measured for payment in place and the area computed in square yards (square meters).”

Revise Article 440.07(c) of the Standard Specifications to read:

“(c) Adjustment of Quantities. The quantity of pavement removal and paved shoulder removal will be adjusted if their respective thickness varies more than 15 percent from that shown on the plans. The quantity will be either increased or decreased according to the following table.

% change of thickness	% change of quantity
0 to less than 15	0
15 to less than 20	10
20 to less than 30	15
30 to less than 50	20

If the thickness of the existing pavement varies by 50 percent or more from that shown on the plans, the character of the work will be considered significantly changed and an adjustment to the contract will be made according to Article 104.02.

When an adjustment is made for variations in pavement or shoulder thickness a resulting adjustment will also be made in the earthwork quantities when applicable.

No adjustment will be made for variations in the amount of reinforcement.”

PAVEMENT PATCHING (BDE)

Effective: January 1, 2010

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

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

PAVEMENT STRIPING - SYMBOLS (BDE)

Effective: January 1, 2015

Revise the Symbol Table of Article 780.14 of the Supplemental Specifications to read:

“SYMBOLS

Symbol	Large Size sq ft (sq m)	Small Size sq ft (sq m)
Through Arrow	11.5 (1.07)	6.5 (0.60)
Left or Right Arrow	15.6 (1.47)	8.8 (0.82)
2 Arrow Combination Left (or Right) and Through	26.0 (2.42)	14.7 (1.37)
3 Arrow Combination Left, Right, and Through	38.4 (3.56)	20.9 (1.94)
Lane Drop Arrow	41.5 (3.86)	--
Wrong Way Arrow	24.3 (2.26)	--
Railroad "R" 6 ft (1.8 m)	3.6 (0.33)	--
Railroad "X" 20 ft (6.1 m)	54.0 (5.02)	--
International Symbol of Accessibility	3.1 (0.29)	--
Bike Symbol	4.7 (0.44)	--
Shared Lane Symbol	8.0 (0.74)	--“

PORTLAND CEMENT CONCRETE BRIDGE DECK CURING (BDE)

Effective: April 1, 2015

Replace the table in Article 1020.13 of the Supplemental Specifications with the following:

“INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete ^{11/}			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/}	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/}	3	1020.13(c) ^{16/}

Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 ^{12/}	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(d)(1)(2)
Deck Bridge Approach Slab	1020.13(a)(5)(6) ^{19/}	7	1020.13(d)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(d)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete ^{11/}			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) ^{9/ 10/}	As Required ^{13/}	9/
All Other Precast Items	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As Required ^{14/}	9/
Precast, Prestressed Concrete ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/ 10/}	Until Strand Tensioning is Released ^{15/}	9/”

Add the following footnote to the end of the Index Table of Curing and Protection of Concrete Construction in Article 1020.13 of the Supplemental Specifications:

“19/ The cellulose polyethylene blanket method shall not be used on latex modified concrete.”

Add the following to Article 1020.13(a) of the Standard Specifications.

“(6) Cellulose Polyethylene Blanket Method. The cellulose polyethylene blanket shall consist of a white polyethylene sheeting with cellulose fiber backing. After the surface of concrete has been textured or finished, it shall be covered immediately with a cellulose polyethylene blanket. The blankets shall be installed with the white perforated polyethylene side facing up. Adjoining blankets shall overlap a minimum of 4 in. (100 mm). On pours wider than 20 ft (6 m), a foot bridge shall be used to place the blankets and to spray water on the blankets immediately after placement on the concrete surface. The blankets shall be placed in a manner which will not create indentations greater than 1/4 in. (6 mm) in the concrete surface. Any air bubbles trapped during placement shall be removed without tearing the blanket. The blankets shall then be immediately flooded with a gentle spray of water to ensure complete saturation of the cellulose. The overlaps and outside edges of the cellulose polyethylene blankets, as well as tears in the blanket, shall be weighted down to prevent displacement as needed with care taken not to indent the concrete surface. Soaker hoses shall be placed along the length of the bridge so 100 percent of the deck surface is continuously saturated for the duration of the cure.

Damaged cellulose polyethylene blankets shall be repaired or replaced at the direction of the Engineer.”

Revise the first paragraph of Article 1022.03 of the Standard Specifications to read:

“**1022.03 Waterproof Paper Blankets, White Polyethylene Sheeting, Burlap-Polyethylene Blankets, and Cellulose Polyethylene Blankets.** These materials shall be white and according to ASTM C 171, except moisture loss test specimens shall be made according to Illinois Modified AASHTO T 155. Cellulose polyethylene blankets shall be limited to single use only. The cellulose polyethylene blankets shall be delivered to the jobsite unused and in the manufacturer's unopened packaging until ready for installation. Each roll shall be clearly labeled with product name, manufacturer, and manufacturer's certification of compliance with ASTM C 171.”

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_{mm} . 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)		$\pm 5 \%$
1/2 in. (12.5 mm)	$\pm 8 \%$	$\pm 15 \%$
No. 4 (4.75 mm)	$\pm 6 \%$	$\pm 13 \%$
No. 8 (2.36 mm)	$\pm 5 \%$	
No. 16 (1.18 mm)		$\pm 15 \%$
No. 30 (600 μm)	$\pm 5 \%$	
No. 200 (75 μm)	$\pm 2.0 \%$	$\pm 4.0 \%$
Asphalt Binder	$\pm 0.4 \%$ ^{1/}	$\pm 0.5 \%$
G_{mm}	± 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 ^{1/, 2/}	FRAP/RAS Maximum ABR %		
	Binder/Leveling Binder	Surface	Polymer Modified ^{3/, 4/}
Ndesign			
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.
- 2/ 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 $\pm 1/4$ 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.”

TEMPORARY CONCRETE BARRIER (BDE)

Effective: January 1, 2015

Revised: July 1, 2015

Revise Article 704.02 of the Standard Specifications to read:

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

Item	Article/Section
(a) Precast Temporary Concrete Barrier	1042
(b) Reinforcement Bars	1006.10(a)
(c) Connecting Pins and Anchor Pins (Note 1)	
(d) Connecting Loop Bars (Note 2)	
(e) Packaged Rapid Hardening Mortar or Concrete	1018

Note 1. Connecting Pins and Anchor Pins shall be according to the requirements of ASTM F 1554 Grade 36 (Grade 250).

Note 2. Connecting loop bars shall be smooth bars according to the requirements of ASTM A 36 (A 36M).”

Revise Article 704.04 of the Standard Specifications to read:

“704.04 Installation. The barriers shall be seated on bare, clean pavement or paved shoulder and connected together in a smooth, continuous line at the locations provided by the Engineer.

Except on bridge decks, or where alternate anchoring details are shown on the plans, the barrier unit at each end of an installation shall be anchored to the pavement or paved shoulder using six anchor pins and protected with an impact attenuator as shown on the plans. When pinning of additional barrier units within the installation is specified, three anchor pins shall be installed in the traffic side holes of the required barriers.

Where both pinned and unpinned barrier units are used in a continuous installation, a transition shall be provided between them. The transition from pinned to unpinned barrier shall consist of two anchor pins installed in the end holes on the traffic side of the first barrier beyond the pinned section and one anchor pin installed in the middle hole on the traffic side of the second barrier beyond the pinned section. The third barrier beyond the pinned section shall then be unpinned.

Barriers located on bridge decks shall be restrained as shown on the plans. Anchor pins shall not be installed through bridge decks, unless otherwise noted.

Barriers or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

The barriers shall be removed when no longer required by the contract. After removal, all anchor holes in the pavement or paved shoulder shall be filled with a rapid hardening mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.”

Add the following after the first paragraph of Article 704.05 of the Standard Specifications:

“Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be measured for payment as each, per anchor pin installed.”

Add the following after the second paragraph of Article 704.06 of the Standard Specifications:

“Anchor pins, except for the six anchor pins for the barrier unit at each end of an installation, will be paid for at the contract unit price per each for PINNING TEMPORARY CONCRETE BARRIER.”

TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

“Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algacides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form “OPER 2720”.”

TRAFFIC BARRIER TERMINALS TYPE 6 OR 6B (BDE)

Effective: January 1, 2015

Add the following to the Article 631.02 of the Standard Specifications:

“(h) Chemical Adhesive 1027.01”

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

This Training Special Provision supersedes Section 7b of the Special Provision entitled “Specific Equal Employment Opportunity Responsibilities,” and is in implementation of 23 U.S.C. 140(a).

As part of the Contractor’s equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be 2. In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor’s needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications.

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

Training and upgrading of minorities and women toward journeyman status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g. by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by the Illinois Department of Transportation and the Federal Highway Administration. The Illinois Department of Transportation and the Federal Highway Administration shall approve a program, if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved by not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirement of this Training Special Provision. It is normally expected that a trainee will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training program.

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the Departments of Labor or Transportation in connection with the existing program shall apply to all trainees being trained for the same classification who are covered by this Training Special Provision.

The Contractor shall furnish the trainee a copy of the program he will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily complete.

The Contractor shall provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision.

Method of Measurement. The unit of measurement is in hours.

Basis of Payment. This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price, and total price have been included in the schedule of prices.

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

Effective: August 1, 2012

Revised: February 1, 2014

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

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

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

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

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

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

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

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

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted with several entities to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs.

A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

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

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

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

TRAVERSABLE PIPE GRATE (BDE)

Effective: January 1, 2013

Revised: April 1, 2014

Description. This work shall consist of constructing a traversable pipe grate on a concrete end section.

Materials. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

Item	Article/Section
(a) Traversable Pipe Grate Components (Note 1)	
(b) Chemical Adhesive Resin System	1027
(c) High Strength Steel Bolts, Nuts, and Washers (Note 2)	1006.08

Note 1. All steel pipe shall be according to ASTM A 53 (Type E or S), Grade B, or ASTM A 500 Grade B, standard weight (SCH. 40). Structural steel shapes and plates shall be according to AASHTO M270 Grade 50 (M 270M Grade 345) and the requirements of Article 1006.04 of the Standard Specifications. All steel components of the grating system shall be galvanized according to AASHTO M 111 or M 232 as applicable.

Anchor rods shall be according to ASTM F 1554, Grade 36 (Grade 250).

Note 2. Threaded rods conforming to the requirements of ASTM F 1554, Grade 105 (Grade 725) may be used for the thru bolts.

CONSTRUCTION REQUIREMENTS

Fabrication of the traversable pipe grate shall be according to the requirements of Section 505 of the Standard Specifications and as shown on the plans.

Anchor rods shall be set according to Article 509.06 of the Standard Specifications. Bolts and anchor rods shall be snug tightened by a few impacts of an impact wrench or the full force of a worker using an ordinary spud wrench. Thru bolts shall be snug tightened and shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

Splicing of pipes shall be made by utilizing full penetration butt welds according to Article 505.04(q) of the Standard Specifications. In lieu of welding, bolted or sleeve type splices may be utilized, provided the splices are located over intermediate supports with no more than one splice per pipe run with the exception that no splice may occur in pipe runs under 30 ft (9 m) in length.

Method of Measurement. This work will be measured for payment in place in feet (meters). The length measured shall be along the pipe grate elements from end to end for both longitudinal and intermediate support pipes.

Basis of Payment. This work will be paid for at the contract unit price per foot (meter) for TRAVERSABLE PIPE GRATE.

WARM MIX ASPHALT (BDE)

Effective: January 1, 2012

Revised: November 1, 2014

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

WMA is an asphalt mixture which can be produced at temperatures lower than allowed for HMA utilizing approved WMA technologies. WMA technologies are defined as the use of additives or processes which allow a reduction in the temperatures at which HMA mixes are produced and placed. WMA is produced by the use of additives, a water foaming process, or combination of both. Additives include minerals, chemicals or organics incorporated into the asphalt binder stream in a dedicated delivery system. The process of foaming injects water into the asphalt binder stream, just prior to incorporation of the asphalt binder with the aggregate.

Approved WMA technologies may also be used in HMA provided all the requirements specified herein, with the exception of temperature, are met. However, asphalt mixtures produced at temperatures in excess of 275 °F (135 °C) will not be considered WMA when determining the grade reduction of the virgin asphalt binder grade.

Equipment.

Revise the first paragraph of Article 1102.01 of the Standard Specifications to read:

“1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, “Approval of Hot-Mix Asphalt Plants and Equipment”. Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements.”

Add the following to Article 1102.01(a) of the Standard Specifications.

“(13) Equipment for Warm Mix Technologies.

- a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.
- b. Additives. Additives shall be introduced into the plant according to the supplier’s recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes.”

Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

“(e) Warm Mix Technologies.

- (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
- (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification.”

Construction Requirements.

Revise the second paragraph of Article 406.06(b)(1) of the Standard Specifications to read:

“The HMA shall be delivered at a temperature of 250 to 350 °F (120 to 175 °C). WMA shall be delivered at a minimum temperature of 215 °F (102 °C).”

Basis of Payment.

This work will be paid at the contract unit price bid for the HMA pay items involved. Anti-strip will not be paid for separately, but shall be considered as included in the cost of the work.

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 145 working days.

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

Effective: November 2, 2006

Revised: July 1, 2015

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments that are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, joint filling/sealing, or extra work paid for at a lump sum price or by force account.

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

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

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

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

For bituminous materials measured in gallons: $Q, \text{ tons} = V \times 8.33 \text{ lb/gal} \times SG / 2000$
For bituminous materials measured in liters: $Q, \text{ metric tons} = V \times 1.0 \text{ kg/L} \times SG / 1000$

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

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

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

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
BITUMINOUS MATERIALS COST ADJUSTMENTS**

The bidder shall submit this completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments. After award, this form, when submitted, shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract?

Yes No

Signature: _____ **Date:** _____

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)

Effective: April 2, 2004

Revised: July 1, 2015

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

Types of Steel Products. An adjustment will be made for fluctuations in the cost of steel used in the manufacture of the following items:

Metal Piling (excluding temporary sheet piling)
Structural Steel
Reinforcing Steel

Other steel materials such as dowel bars, tie bars, mesh reinforcement, guardrail, steel traffic signal and light poles, towers and mast arms, metal railings (excluding wire fence), and frames and grates will be subject to a steel cost adjustment when the pay items they are used in have a contract value of \$10,000 or greater.

The adjustments shall apply to the above items when they are part of the original proposed construction, or added as extra work and paid for by agreed unit prices. The adjustments shall not apply when the item is added as extra work and paid for at a lump sum price or by force account.

Documentation. Sufficient documentation shall be furnished to the Engineer to verify the following:

- (a) The dates and quantity of steel, in lb (kg), shipped from the mill to the fabricator.
- (b) The quantity of steel, in lb (kg), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

Method of Adjustment. Steel cost adjustments will be computed as follows:

$$SCA = Q \times D$$

Where: SCA = steel cost adjustment, in dollars
Q = quantity of steel incorporated into the work, in lb (kg)
D = price factor, in dollars per lb (kg)

$$D = MPI_M - MPI_L$$

Where: MPI_M = The Materials Cost Index for steel as published by the Engineering News-Record for the month the steel is shipped from the mill. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting for work paid for at the contract price; or for the month the agreed unit price letter is submitted by the Contractor for extra work paid for by agreed unit price,. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

The unit weights (masses) of steel that will be used to calculate the steel cost adjustment for the various items are shown in the attached table.

No steel cost adjustment will be made for any products manufactured from steel having a mill shipping date prior to the letting date.

If the Contractor fails to provide the required documentation, the method of adjustment will be calculated as described above; however, the MPI_M will be based on the date the steel arrives at the job site. In this case, an adjustment will only be made when there is a decrease in steel costs.

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

$$\text{Percent Difference} = \{(MPI_L - MPI_M) \div MPI_L\} \times 100$$

Steel cost adjustments will be calculated by the Engineer and will be paid or deducted when all other contract requirements for the items of work are satisfied. Adjustments will only be made for fluctuations in the cost of the steel as described herein. No adjustment will be made for changes in the cost of manufacturing, fabrication, shipping, storage, etc.

The adjustments shall not apply during contract time subject to liquidated damages for completion of the entire contract.

Attachment

Item	Unit Mass (Weight)
Metal Piling (excluding temporary sheet piling)	
Furnishing Metal Pile Shells 12 in. (305 mm), 0.179 in. (3.80 mm) wall thickness)	23 lb/ft (34 kg/m)
Furnishing Metal Pile Shells 12 in. (305 mm), 0.250 in. (6.35 mm) wall thickness)	32 lb/ft (48 kg/m)
Furnishing Metal Pile Shells 14 in. (356 mm), 0.250 in. (6.35 mm) wall thickness)	37 lb/ft (55 kg/m)
Other piling	See plans
Structural Steel	See plans for weights (masses)
Reinforcing Steel	See plans for weights (masses)
Dowel Bars and Tie Bars	6 lb (3 kg) each
Mesh Reinforcement	63 lb/100 sq ft (310 kg/sq m)
Guardrail	
Steel Plate Beam Guardrail, Type A w/steel posts	20 lb/ft (30 kg/m)
Steel Plate Beam Guardrail, Type B w/steel posts	30 lb/ft (45 kg/m)
Steel Plate Beam Guardrail, Types A and B w/wood posts	8 lb/ft (12 kg/m)
Steel Plate Beam Guardrail, Type 2	305 lb (140 kg) each
Steel Plate Beam Guardrail, Type 6	1260 lb (570 kg) each
Traffic Barrier Terminal, Type 1 Special (Tangent)	730 lb (330 kg) each
Traffic Barrier Terminal, Type 1 Special (Flared)	410 lb (185 kg) each
Steel Traffic Signal and Light Poles, Towers and Mast Arms	
Traffic Signal Post	11 lb/ft (16 kg/m)
Light Pole, Tenon Mount and Twin Mount, 30 - 40 ft (9 - 12 m)	14 lb/ft (21 kg/m)
Light Pole, Tenon Mount and Twin Mount, 45 - 55 ft (13.5 - 16.5 m)	21 lb/ft (31 kg/m)
Light Pole w/Mast Arm, 30 - 50 ft (9 - 15.2 m)	13 lb/ft (19 kg/m)
Light Pole w/Mast Arm, 55 - 60 ft (16.5 - 18 m)	19 lb/ft (28 kg/m)
Light Tower w/Luminaire Mount, 80 - 110 ft (24 - 33.5 m)	31 lb/ft (46 kg/m)
Light Tower w/Luminaire Mount, 120 - 140 ft (36.5 - 42.5 m)	65 lb/ft (97 kg/m)
Light Tower w/Luminaire Mount, 150 - 160 ft (45.5 - 48.5 m)	80 lb/ft (119 kg/m)
Metal Railings (excluding wire fence)	
Steel Railing, Type SM	64 lb/ft (95 kg/m)
Steel Railing, Type S-1	39 lb/ft (58 kg/m)
Steel Railing, Type T-1	53 lb/ft (79 kg/m)
Steel Bridge Rail	52 lb/ft (77 kg/m)
Frames and Grates	
Frame	250 lb (115 kg)
Lids and Grates	150 lb (70 kg)

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

Is your company opting to include this special provision as part of the contract plans for the following items of work?

- | | | |
|--|-----|--------------------------|
| Metal Piling | Yes | <input type="checkbox"/> |
| Structural Steel | Yes | <input type="checkbox"/> |
| Reinforcing Steel | Yes | <input type="checkbox"/> |
| Dowel Bars, Tie Bars and Mesh Reinforcement | Yes | <input type="checkbox"/> |
| Guardrail | Yes | <input type="checkbox"/> |
| Steel Traffic Signal and Light Poles, Towers and Mast Arms | Yes | <input type="checkbox"/> |
| Metal Railings (excluding wire fence) | Yes | <input type="checkbox"/> |
| Frames and Grates | Yes | <input type="checkbox"/> |

Signature: _____ **Date:** _____

STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route	<u>FAP Route 116</u>	Marked Rte.	<u>ILL 130</u>
Section	<u>(113B)B-1</u>	Project No.	<u></u>
County	<u>Cumberland</u>	Contract No.	<u>74324</u>

This plan has been prepared to comply with the provisions of the NPDES Permit Number ILR10, issued by the Illinois Environmental Protection Agency for storm water discharges from Construction Site Activities.

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

<p><u>Roger Driskell</u> Print Name <u>Regional Engineer, Region 4, District 7</u> Title <u>Illinois Department of Transportation</u> Agency</p>	<p><u>Roger L Driskell</u> Signature <u>02/06/15</u> Date</p>
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I. Site Description:

- A. Provide a description of the project location (include latitude and longitude):
 The project consists of the proposed improvements of 0.379 miles of Illinois Route 130, specifically the replacement of SN 018-0027 located 0.8 miles north of the Jasper County line. Location of structure NW 1/4 of the NW 1/4, Section 36, Township 9-N, Range 9-E of the 3rd Principal Meridian.
- B. Provide a description of the construction activity which is the subject of this plan:
 The work included in this section consists of removing and replacing the existing structure utilizing stage construction, roadway embankment, hot-mix asphalt full depth pavement, hot-mix asphalt resurfacing, aggregate shoulders, guardrail, pavement marking, seeding, placement of riprap, and any other work necessary to complete this project.
- C. Provide the estimated duration of this project:
 145 working days
- D. The total area of the construction site is estimated to be 8.1 acres.
 The total area of the site estimated to be disturbed by excavation, grading or other activities is 4.0 acres.
- E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:
 0.4
- F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:
 Ava-Blair complex, (844B2), slopes 2 to 7%, medium to low surface runoff, moderate erosion,
 Holton loam (3225), frequently flooded, flood plain, low surface runoff, slight erosion,
 Wirt silt loam (3226), frequently flooded, flood plain, low surface runoff, slight erosion,
 Wakeland silt loam (3333), frequently flooded, flood plain, low surface runoff, slight erosion.

- G. Identify any hydric soils onsite, and provide an estimate of the number of acres that will likely be disturbed:
Holton loam (3225) and Wakeland silt loam. Estimated 0.25 acres disturbed.
- H. Provide a description of potentially erosive areas associated with this project:
The only potentially erosive areas within the project area are the embankment and ditch slopes.
- I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):
Pre-Stage 1:
Construct base course widening on east side and install temporary traffic signals.
Stage 1:
Remove Stage 1 portion of bridge and construct new roadway using temporary soil retention system and grade proposed ditches.
Construct base course widening on west side.
Stage 2:
Remove remaining portion of bridge and construct remaining roadway, entrances and proposed ditches.
Post Stage 2:
Construct final hot-mix asphalt surface course and place permanent pavement markings.
- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:
N/A
- L. The following is a list of receiving water(s) and the ultimate receiving water(s), and aerial extent of wetland acreage at the site. The location of the receiving waters can be found on the erosion and sediment control plans:
Range Creek
- M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.
There are three areas of wetland impacts that are to be protected by temporary fence; LT STA 702+05 to STA 702+81, LT STA 705+49 to STA 705+84 and RT STA 712+71 to STA 714+12.
- N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
- Floodplain
 - Wetland Riparian
 - Threatened and Endangered Species
 - Historic Preservation
 - 303(d) Listed Receiving Waters
 - Receiving Waters with Total Maximum Daily Load (TMDL)
 - Applicable Federal, Tribal, State or Local Programs
 - Other
1. 303(d) Listed Receiving Waters (fill out this section if checked above):
- a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

- b. A description of how Erosion and Sediment Control Practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a 25-year, 24-hour rainfall event, if the receiving water is listed as impaired for sediment or a parameter that addresses sediment (such as total suspended solids, turbidity, or siltation):
- c. If pollutants other than sediment are identified as causing the impairment, provide a description of how Pollution Prevention BMPs will be incorporated into the site design to prevent their discharge.
- d. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
- e. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

- a. The name(s) of the listed water body:
- b. Provide a description of the Erosion and Sediment Control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
- c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

O. The following pollutants of concern will be associated with this construction project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Soil Sediment | <input checked="" type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input checked="" type="checkbox"/> Concrete | <input checked="" type="checkbox"/> Antifreeze / Coolants |
| <input checked="" type="checkbox"/> Concrete Truck Waste | <input checked="" type="checkbox"/> Waste water from cleaning construction equipment |
| <input checked="" type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the contractor will be responsible for its implementation as indicated. The contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the permit. Each such contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

- 1. **Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a

period of 14 or more calendar days.

Where the initiation of stabilization measures by the 7th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

The following Stabilization Practices will be used for this project:

- | | |
|---|---|
| <input type="checkbox"/> Preservation of Mature Vegetation | <input type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the Stabilization Practices listed above will be utilized during construction:

The Contractor shall protect all areas outside the construction limits. Parking of vehicles, equipment or the storage of materials in this area is prohibited. Areas where there is a probability of high flows of water shall remain undisturbed until full construction is underway to prevent unnecessary soil erosion;

Temporary erosion control seeding will be utilized in all areas that the soil has been disturbed by construction and on all new embankments. The erosion control seedings will be maintained by the Contractor as directed by the Engineer until such a time as permanent seeding of these areas can be accomplished.

Describe how the Stabilization Practices listed above will be utilized after construction activities have been completed:

Permanent Seeding will be utilized in all areas that the soil has been disturbed by construction and on all new embankments.

2. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following Structural Practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check | <input checked="" type="checkbox"/> Riprap |
| <input type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the Structural Practices listed above will be utilized during construction:

Temporary Ditch Checks and Perimeter Erosion Barrier shall be placed at locations shown on the plans to slow and prevent sediment runoff.

Riprap shall be placed at locations shown on the plans to protect the slopes and channel.

Describe how the Structural Practices listed above will be utilized after construction activities have been completed:

The Structural practices shall be maintained until permanent seeding has been established.

3. **Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the Illinois Department of Transportation Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

- b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of Storm Water Management Controls:

N/A

4. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

N/A

5. **Contractor Required Submittals**

- a. Contractor is to provide a Construction Schedule containing an adequate level of detail to show major activities with implementation of Pollution Prevention BMPs, including the following items:

- Approximate duration of the project, including each stage of the project
- Rainy season, dry season, and winter shutdown dates
- Temporary stabilization measures to be employed by contract phases
- Mobilization timeframe
- Mass clearing and grubbing/roadside clearing dates
- Deployment of Erosion Control Practices
- Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
- Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
- Paving, saw-cutting, and any other pavement related operations
- Major planned stockpiling operations
- Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
- Permanent stabilization activities for each area of the project

- b. Contractor is to provide a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

- Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
- Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
- Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
- Waste Disposal – Discuss methods of waste disposal that will be used for this project.
- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.

III. Maintenance:

The Resident Engineer will provide maintenance guides to the contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan.

Temporary erosion control systems shall be let in place with proper inspection and maintenance until permanent erosion control practices are in place and working properly and all seeding is established with a proper stand.

Once the permanent erosion control as proposed in the plans are functional and established, the temporary erosion control shall be removed and the disturbed areas re-seeded.

IV. Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using the Department's Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within 24 hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within 24 hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Noncompliance" (ION) report for the identified violation within 5 days of the incident. The Resident Engineer shall use forms provided by the Illinois Environmental Protection Agency and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of noncompliance shall be signed by a responsible authority in accordance with Part VI. G of the general permit.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the contractor and/or penalties under the NPDES permit which could be passed on to the contractor.

Soil Map—Cumberland County, Illinois

MAP LEGEND

<p>Area of Interest (AOI)</p> <ul style="list-style-type: none"> Area of Interest (AOI) <p>Soils</p> <ul style="list-style-type: none"> Soil Map Unit Polygons Soil Map Unit Lines Soil Map Unit Points <p>Special Point Features</p> <ul style="list-style-type: none"> Blowout Borrow Pit Clay Spot Closed Depression Gravel Pit Gravelly Spot Landfill Lava Flow Marsh or swamp Mine or Quarry Miscellaneous Water Perennial Water Rock Outcrop Saline Spot Sandy Spot Severely Eroded Spot Sinkhole Slide or Slip Sodic Spot 	<ul style="list-style-type: none"> Spoil Area Stony Spot Very Stony Spot Wet Spot Other <p>Special Line Features</p> <ul style="list-style-type: none"> Streams and Canals <p>Water Features</p> <ul style="list-style-type: none"> Rails <p>Transportation</p> <ul style="list-style-type: none"> Interstate Highways US Routes Major Roads Local Roads <p>Background</p> <ul style="list-style-type: none"> Aerial Photography
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MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800. Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Cumberland County, Illinois
 Survey Area Data: Version 9, Sep 20, 2014

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 16, 2011—Sep 15, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Soil Map—Cumberland County, Illinois

Map Unit Legend

Cumberland County, Illinois (IL035)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
5B3	Blair silt loam, 2 to 5 percent slopes, severely eroded	0.6	0.1%
5C2	Blair silt loam, 5 to 10 percent slopes, eroded	3.3	0.4%
5C3	Blair silt loam, 5 to 10 percent slopes, severely eroded	0.0	0.0%
8D2	Hickory loam, 10 to 15 percent slopes, eroded	24.7	3.3%
8D3	Hickory clay loam, 10 to 15 percent slopes, severely eroded	10.6	1.4%
8F	Hickory silt loam, 18 to 35 percent slopes	121.1	16.1%
8G	Hickory silt loam, 35 to 60 percent slopes	28.9	3.8%
12	Wynoose silt loam, 0 to 2 percent slopes	65.1	8.6%
13A	Bluford silt loam, 0 to 2 percent slopes	22.4	3.0%
14B	Ava silt loam, 2 to 5 percent slopes	32.4	4.3%
132B	Starks silt loam, 2 to 5 percent slopes	3.4	0.4%
327B2	Fox gravelly sandy loam, 2 to 5 percent slopes, eroded	0.9	0.1%
327C2	Fox gravelly sandy loam, 5 to 10 percent slopes, eroded	0.7	0.1%
802E	Orthents, loamy, nonacid, strongly sloping	2.3	0.3%
844B2	Ava-Blair complex, 2 to 7 percent slopes, eroded	144.7	19.2%
896	Wynoose-Huey complex	0.1	0.0%
3225	Holton loam, frequently flooded	55.7	7.4%
3226	Wirt silt loam, frequently flooded	47.7	6.3%
3288	Petrolia silty clay loam, frequently flooded	2.7	0.4%
3328	Holly silt loam, frequently flooded	0.0	0.0%
3331A	Haymond silt loam, 0 to 2 percent slopes, frequently flooded	7.1	0.9%
3333	Wakeland silt loam, frequently flooded	49.9	6.6%

Soil Map—Cumberland County, Illinois

Cumberland County, Illinois (IL035)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
3334	Birds silt loam, frequently flooded	61.8	8.2%
3404	Titus silty clay loam, frequently flooded	2.0	0.3%
7424	Shoals loam, rarely flooded	54.9	7.3%
W	Water	10.6	1.4%
Totals for Area of Interest		753.5	100.0%

404 PERMIT



DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE KY 40201-0059
FAX: (502) 315-6677
<http://www.lrl.usace.army.mil/>

October 9, 2014

Operations Division
Regulatory Branch (West)
ID No. LRL-2014-677-mad



74324
116-130

Mr. Roger Driskell
Illinois Department of Transportation
400 West Wabash Avenue
Effingham, Illinois 62401

Dear Mr. Driskell:

This is in response to your request for authorization to remove and replace an existing 306-foot five span structure with a new 369-foot back-to-back abutment structure on highway 130 over Ranger Creek in Cumberland County, Illinois. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for a road crossing. The project is authorized under the provisions of 33 CFR 330 A Nationwide Permit (NWP) No. 14, Linear Transportation Projects, as published in the Federal Register February 21, 2012. Under the provisions of this authorization, you must comply with the enclosed Terms and General Conditions for Nationwide Permit No. 14 and the following Special Condition:

- The permittee shall purchase 0.225 credits from the Illinois Department of Transportation's "Lawrence Mitigation Bank." The purchase must be completed prior to impacts occurring on-site. Once the purchase of these credits is completed, proof of purchase must be submitted to the Corps' Newburgh Regulatory Office within 30 days of the purchase.

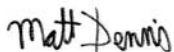
You must also comply with the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 14 dated April 2, 2012, issued by the Illinois Environmental Protection Agency. Once you obtain your certification, or if no application was required, you may proceed with the project without further contact or verification from us.

This decision is valid until March 18, 2017. The enclosed Compliance Certification should be signed and returned when the project is completed. If your project is not completed by this date or if your project is modified, you must contact us for another permit

determination in accordance with the rules and regulations in effect at that time. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter is being sent to the ILEPA (see enclosure for address).

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-OP-FW, or by calling me at 502-315-6689. All correspondence pertaining to this matter should refer to our ID No. LRL-2014-667-mad.

Sincerely,



Matt Dennis
Regulatory Specialist
Regulatory Branch

Enclosures

Terms for Nationwide Permit No. 14
Linear Transportation Projects

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).

STATE OF ILLINOIS
CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION
2012 GENERAL AND SPECIFIC CONDITIONS
NWP 14 – LINEAR TRANSPORTATION PROJECTS

These conditions ensure that the activities carried out under Nationwide Permits (NWP) do not violate the Water Quality Standards of the State of Illinois resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability, and/or impacts to the biological and chemical integrity of the waters. These conditions are in addition to, not a replacement for, those conditions included by the federal authorities. Proposed projects authorized by the NWP listed above that cannot be conducted within the conditions listed below must apply for individual Clean Water Act Section 401 Water Quality Certification.

Applications for certification should be sent to the Illinois Environmental Protection Agency, Division of Water Pollution Control, 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois, 62794-9276. An issued certification becomes part of the Clean Water Act Section 404 Permit. Therefore, it expires with the 404 Permit unless explicitly stated otherwise.

GENERAL CONDITIONS FOR ALL NWPs

1. An individual 401 water quality certification will be required for any activities permitted under these Nationwide Permits for discharges to waters designated by the State of Illinois as Outstanding Resource Waters under 35 Ill. Adm. Code 302.105(b).
2. Projects requiring authorization under Section 404 of the Clean Water Act must implement Best Management Practices (BMPs) to protect water quality, preserve natural hydrology and minimize the overall impacts to aquatic resources during and after construction. If the project involves a water with an approved Total Maximum Daily Load (TMDL) allocation for any parameter, measures which ensure consistency with the assumption and requirements of the TMDL shall be included. TMDL program information and water listings are available at www.epa.state.il.us/water/tmdl/. If the project involves an impaired water listed on the Illinois Environmental Protection Agency's Section 303(d) list for suspended solids, turbidity, or siltation, measures designed for at least a 25-year, 24-hour rainfall event shall be incorporated. Impaired waters are identified at www.epa.state.il.us/water/tmdl/303d-list.html.
3. Prior to proceeding with any work in accordance with any Nationwide Permit, potential impacts to threatened or endangered species shall be identified through use of the State's Ecological Compliance Assessment Tool (EcoCAT) at <http://dnrecocat.state.il.us/ecopublic/>. If potential impacts to State threatened or endangered species are identified, the Illinois Department of Natural Resources shall be consulted with.

SPECIFIC CONDITIONS FOR NWP 14 – Linear Transportation Projects

1. The affected area of the stream channel shall not exceed 300 linear feet, as measured along the stream corridor.
2. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statutes, as determined by the Illinois EPA.

3. Any backfilling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.
4. The applicant shall not cause:
 - A. violation of applicable provisions of the Illinois Environmental Protection Act;
 - B. water pollution defined and prohibited by the Illinois Environmental Protection Act;
 - C. violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; or
 - D. interference with water use practices near public recreation areas or water supply intakes.
5. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.
6. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2011).
7. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.
8. The applicant for Nationwide Permit 14 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

Compliance Certification:

Permit Number: LRL-2014-667-mad

Name of Permittee: Roger Driskell, Illinois Department of Transportation

Date of Issuance: October 9, 2014

Upon completion of the activity authorized by this permit and any mitigation required by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
CELRL-OP-FW
P.O. Box 59
Louisville, Kentucky 40201

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date

FAP Route 116 (IL 130)
Project ACF-0116 (060)
Section (113B)B-1
Cumberland County
Contract No. 74324

ADDRESS FOR COORDINATING AGENCY

Mr. Bernard Killian
Director
Illinois Environmental Protection Agency
Bureau of Water
Watershed Management Section
1021 North Grand Avenue East
Springfield, Illinois 62794-9276

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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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.