

If you plan to submit a bid directly to the Department of Transportation

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.

REQUESTS FOR AUTHORIZATION TO BID

Contractors downloading and/or ordering CD-ROM's and are 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 124INT) and the ORIGINAL, signed and notarized, "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.

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.

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID? When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status" (BDE 124INT) 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial.

ABOUT AUTHORIZATION TO BID: Firms that have not received an authorization form within a reasonable time of complete and correct original document submittal should contact the department as to status. This is critical in the week before the letting. These documents must be received three days before the letting date. 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 contractor'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 will be placed with the contract number. 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 server e-mails are an added courtesy the Department provides. It is suggested that bidder check IDOT's website <http://www.dot.il.gov/desenv/delett.html> before submitting final bid information.

IDOT is not responsible for any e-mail related failures.

Addenda Questions may be directed to the Contracts Office at (217)782-7806 or D&Econtracts@dot.il.gov

Technical Questions about downloading these files may be directed to Tim Garman (217)524-1642 or garmantr@dot.il.gov.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

ABOUT SUBMITTING BIDS: It is recommended that bidders deliver bids in person to insure they arrive at the proper location prior to the time specified for the receipt of bids. Any bid received at the place of letting after the time specified will not be accepted.

WHO SHOULD BE CALLED IF ASSISTANCE IS NEEDED?

Questions Regarding	Call
Prequalification and/or Authorization to Bid	(217)782-3413
Preparation and submittal of bids	(217)782-7806
Mailing of plans and proposals	(217)782-7806
Electronic plans and proposals	(217)524-1642

ADDENDUMS AND REVISIONS TO THE PROPOSAL FORMS

Planholders should verify that they have received and incorporated the addendum and/or revision prior to submitting their bid. Failure by the bidder to include an addendum could result in a bid being rejected as irregular.

73

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting April 28, 2006

BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL
(See instructions inside front cover)

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.

(SEE INSTRUCTIONS ON THE INSIDE OF COVER)

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



**Illinois Department
of Transportation**

Springfield, Illinois 62764

**Contract No. 99236
UNION County
Section 04-00093-00-BR
Route FAS 1926 (Winghill Road)
Project BRS-1926(106)
District 9 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

INSTRUCTIONS

ABOUT IDOT PROPOSALS: All proposals issued by IDOT are potential bidding proposals. Each proposal contains all Certifications and Affidavits, a Proposal Signature Sheet and a Proposal Bid Bond required for Prime Contractors to submit a bid after written **Authorization to Bid** has been issued by IDOT's Central Bureau of Construction.

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. To request authorization, a potential bidder must complete and submit Part B of the Request for Authorization to Bid/or Not For Bid Status form (BDE 124 INT) and submit an original Affidavit of Availability (BC 57).

WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?: When a prospective prime bidder submits a "Request for Proposal Forms and Plans" 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 a **Proposal Denial and/or Authorization Form**, approved by the Central Bureau of Construction, that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Proposal Denial and/or Authorization Form** will indicate the reason for denial. If a contractor has requested to bid but has not received a **Proposal Denial and/or Authorization Form**, they should contact the Central Bureau of Construction in advance of the letting date.

WHAT MUST BE INCLUDED WHEN BIDS ARE SUBMITTED?: Bidders need not return the entire proposal when bids are submitted. That portion of the proposal that must be returned includes the following:

1. All documents from the Proposal Cover Sheet through the Proposal Bid Bond
2. Other special documentation and/or information that may be required by the contract special provisions

All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed by IDOT personnel.

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Questions Regarding	Call
Prequalification and/or Authorization to Bid	217/782-3413
Preparation and submittal of bids	217/782-7806
Mailing of CD-ROMS	217/782-7806

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. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 Construction Funds**

Construction consists of a single span, 1 @ 84'-4" precast, prestressed concrete deck beam bridge carrying FAS Route 1926, Winghill Road over Bradshaw Creek 5 miles east of Cobden.

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 shall govern performance and payments.

RETURN WITH BID

3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, 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 proposal he/she waives all right to plead any misunderstanding regarding the same.

4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned 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, 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 proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

If a combination bid is submitted, the proposal guaranties which accompany the individual 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 shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall 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 shall become void or the proposal guaranty check shall 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 proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

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

Item _____

Section No. _____

County _____

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

BD 354 (Rev. 11/2001)

RETURN WITH BID

6. **COMBINATION BIDS.** The undersigned 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 proposal 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 shall 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. **CERTIFICATE OF AUTHORITY.** The undersigned bidder, if a business organized under the laws of another State, assures the Department that it will furnish a copy of its certificate of authority to do business in the State of Illinois with the return of the executed contract and bond. Failure to furnish the certificate within the time provided for execution of an awarded contract may be cause for cancellation of the award and forfeiture of the proposal guaranty to the State.

STATE JOB # - C-99-553-04
 PPS NBR - 9-10047-0000

ILLINOIS DEPARTMENT OF TRANSPORTATION
 SCHEDULE OF PRICES
 CONTRACT NUMBER - 99236

ECMS002 DTGECM03 ECMR003 PAGE 1
 RUN DATE - 03/23/06
 RUN TIME - 183231

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE		
UNION	181	09	04-00093-00-BR	BRS-1926/106/000	FAS 1926		
ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	CENTS	TOTAL PRICE DOLLARS	CTS
LR631020	TRAF BAR TERM T1	EACH	4.000	X	=		
Z0065000	SET PILES IN ROCK	EACH	5.000	X	=		
20100500	TREE REMOV ACRES	ACRE	0.460	X	=		
20200100	EARTH EXCAVATION	CU YD	11,050.000	X	=		
25000210	SEEDING CL 2A	ACRE	1.440	X	=		
25000400	NITROGEN FERT NUTR	POUND	130.000	X	=		
25000500	PHOSPHORUS FERT NUTR	POUND	130.000	X	=		
25000600	POTASSIUM FERT NUTR	POUND	130.000	X	=		
25100115	MULCH METHOD 2	ACRE	1.440	X	=		
28000250	TEMP EROS CONTR SEED	POUND	432.000	X	=		
28000300	TEMP DITCH CHECKS	EACH	52.000	X	=		
28100809	STONE DUMP RIP CL A5	TON	1,287.000	X	=		
35100100	AGG BASE CSE A	TON	972.000	X	=		
40200100	AGG SURF CSE A	TON	145.000	X	=		
50100100	REM EXIST STRUCT	EACH	1.000	X	=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE
				DOLLARS	CENTS	
50105220	PIPE CULVERT REMOV	FOOT	68.000	=		
50200100	STRUCTURE EXCAVATION	CU YD	46.000	=		
50300225	CONC STRUCT	CU YD	51.200	=		
50400605	P P CONC DK BM 33 DP	SQ FT	2,232.000	=		
50800205	REINF BARS, EPOXY CTD	POUND	5,020.000	=		
50901005	STEEL BR RAIL TYPE SM	FOOT	169.000	=		
51201600	FUR STL PILE HP12X53	FOOT	160.000	=		
51202700	DRIVE STL PILE	FOOT	160.000	=		
51203600	TEST PILE ST HP12X53	EACH	2.000	=		
51204600	METAL SHOES	EACH	10.000	=		
51500100	NAME PLATES	EACH	1.000	=		
54200640	P CUL 1 CS/A CP 15	FOOT	36.000	=		
54201483	P CUL 2 CS/A CP 18	FOOT	68.000	=		
54213870	STEEL END SEC 15	EACH	2.000	=		
54213873	STEEL END SEC 18	EACH	2.000	=		

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 99236

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE		TOTAL PRICE	
				DOLLARS	CENTS	DOLLARS	CTS
63100075	TRAF BAR TERM T5A	EACH	4.000				
67100100	MOBILIZATION	L SUM	1.000				
70101700	TRAF CONT & PROT	L SUM	1.000				
72000100	SIGN PANEL T1	SQ FT	15.000				
73000100	WOOD SIN SUPPORT	FOOT	37.500				
				TOTAL		\$	

NOTE:

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

RETURN WITH BID

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

I. GENERAL

A. Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, 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. By execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances has 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 termination of the contract and the suspension or debarment of the bidder.

II. ASSURANCES

A. 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous assurance, and the surety providing the performance bond shall be responsible for the completion of the contract.

B. Felons

1. The Illinois Procurement Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any state agency 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.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-10.

C. Conflicts of Interest

1. The Illinois Procurement Code provides in pertinent part:

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 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 Toll Highway authority.

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

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

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

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

The current salary of the Governor is \$150,700.00. Sixty percent of the salary is \$90,420.00.

RETURN WITH BID

2. 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 and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

D. Negotiations

1. The Illinois Procurement Code provides in pertinent part:

Section 50-15. Negotiations.

(a) 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.

2. 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.

E. Inducements

1. The Illinois Procurement Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. 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.

F. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, associate procurement officers, State purchasing officers, 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.

2. 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.

G. Reporting Anticompetitive Practices

1. The Illinois Procurement Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, chief procurement officer, State purchasing officer, 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 chief procurement officer.

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

H. Confidentiality

1. The Illinois Procurement Code provides:

Section 50-45. Confidentiality. Any chief procurement officer, State purchasing officer, 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.

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

RETURN WITH BID

I. Insider Information

1. The Illinois Procurement Act provides:

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.

2. 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.

III. CERTIFICATIONS

A. 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. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous certification, and the surety providing the performance bond shall be responsible for completion of the contract.

B. Bribery

1. The Illinois Procurement Code provides:

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 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, 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 1961.

(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 shall contain a certification by the contractor that the contractor is not barred from being awarded a contract or subcontract under this Section. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

2. The bidder certifies that it is not barred from being awarded a contract under Section 50.5.

C. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

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

2. 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.

D. Bid-Rigging/Bid Rotating

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-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. The State and units of local government shall provide the appropriate forms for such certification.

RETURN WITH BID

(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.

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

2. 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.

E. International Anti-Boycott

1. Section 5 of the International Anti-Boycott Certification Act provides:

§ 5. State contracts. 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.

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

F. Drug Free Workplace

1. 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.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

G. Debt Delinquency

1. The Illinois Procurement Code provides:

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

The contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency 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 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 contractor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

H. Sarbanes-Oxley Act of 2002

1. The Illinois Procurement Code provides:

Section 50-60(c).

The contractor 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 for a period of five years prior to the date of the bid or contract. The contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.

I. ADDENDA

The contractor or bidder certifies that all relevant addenda have been incorporated in to this contract. Failure to do so may cause the bid to be declared unacceptable.

J. Section 42 of the Environmental Protection Act

The contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency 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 contractor acknowledges that the contracting agency may declare the contract void if this certification is false.

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

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

NA - FEDERAL

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

TO BE RETURNED WITH BID

IV. DISCLOSURES

A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The Department may terminate the contract if it is later determined that the bidder rendered a false or erroneous disclosure, 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 Illinois Procurement Code provides that all bids of more than \$10,000 shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act.

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 400 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each person making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each person making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

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. Subject individuals should be covered each by one form. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies. **The forms must be included with each bid or incorporated by reference.**

C. Disclosure Form Instructions

Form A: For bidders that have previously submitted the information requested in Form A

The Department has retained the Form A disclosures submitted by all bidders responding to these requirements for the April 24, 1998 or any subsequent letting conducted by the Department. The bidder has the option of submitting the information again or the bidder may sign the following certification statement indicating that the information previously submitted by the bidder is, as of the date of signature, current and accurate. The Certification must be signed and dated by a person who is authorized to execute contracts for the bidding company. Before signing this certification, the bidder should carefully review its prior submissions to ensure the Certification is correct. If the Bidder signs the Certification, the Bidder should proceed to Form B instructions.

CERTIFICATION STATEMENT

I have determined that the Form A disclosure information previously submitted is current and accurate, and all forms are hereby incorporated by reference in this bid. Any necessary additional forms or amendments to previously submitted forms are attached to this bid.

(Bidding Company)

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

Form A: For bidders who have NOT previously submitted the information requested in Form A

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

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES ___ NO ___
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than \$90,420.00? YES ___ NO ___
3. Does anyone in your organization receive more than \$90,420.00 of the bidding entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not 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 \$90,420.00? YES ___ NO ___
(Note: Only one set of forms needs to be completed per person per bid even if a specific individual would require a yes answer to more than one question.)

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

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

Form B: Identifying Other Contracts & Procurement Related Information Disclosure Form B must be completed for each bid submitted by the bidding entity. It must be signed by an individual who is authorized to execute contracts for the bidding entity. *Note: Signing the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, signed 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 signature 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.

D. Bidders Submitting More Than One Bid

Bidders submitting multiple bids may submit one set of forms consisting of all required Form A disclosures and one Form B for use with all bids. Please indicate in the space provided below the bid item that contains the original disclosure forms and the bid items which incorporate the forms by reference.

- The bid submitted for letting item _____ contains the Form A disclosures or Certification Statement and the Form B disclosures. The following letting items incorporate the said forms by reference:

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement 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 \$10,000, 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.

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 \$90,420.00 (60% of the Governor's salary as of 7/1/01). (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 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) provide the name the State agency for which you are employed and your annual salary.

RETURN WITH BID/OFFER

- 3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 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 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 \$90,420.00, (60% of the salary of the Governor as of 7/1/01) 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 the 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 \$90,420.00, (60% of the Governor's salary as of 7/1/01) 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 2 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 ___

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(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 ___

APPLICABLE STATEMENT

This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page.

Completed by: _____
Name of Authorized Representative (type or print)

Completed by: _____
Title of Authorized Representative (type or print)

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

NOT APPLICABLE STATEMENT

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.

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative Date _____

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**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**Form B
Other Contracts &
Procurement Related Information
Disclosure**

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$10,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

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

THE FOLLOWING STATEMENT MUST BE SIGNED

Name of Authorized Representative (type or print)	

Title of Authorized Representative (type or print)	
_____	_____
Signature of Authorized Representative	Date

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SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

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



RETURN WITH BID

Contract No. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

Table A: TOTAL Workforce Projection for Contract. Columns include Job Categories, Total Employees (M/F), Minority Employees (Black, Hispanic, Other Minor.), and Trainees (Apprentices, On the Job Trainees).

Table B: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT. Columns include Total Employees (M/F) and Minority Employees (M/F).

Table C: TOTAL Training Projection for Contract. Columns include Employees in Training (Apprentices, On the Job Trainees), Total Employees, and Minority Employees (Black, Hispanic, Other Minor.).

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*Other minorities are defined as Asians (A) or Native Americans (N). Please specify race of each employee shown in Other Minorities column. Note: See instructions on the next page

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**Contract No. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.

Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.

Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

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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. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 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 _____

(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)

Attest _____
Signature _____
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.

RETURN WITH BID



Division of Highways
Proposal Bid Bond
(Effective November 1, 1992)

Item No.
Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, 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 Article 102.09 of the "Standard Specifications for Road and Bridge Construction" in effect on the date of 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, submit a DBE Utilization Plan that is accepted and approved by the Department; 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 make the required DBE submission or 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 and the said SURETY have caused this instrument to be signed by their respective officers this day of A.D.,

PRINCIPAL SURETY
(Company Name)
By: (Signature & Title) By: (Signature of Attorney-in-Fact)

Notary Certification for Principal and Surety

STATE OF ILLINOIS,
COUNTY OF

I, a Notary Public in and for said County, do hereby certify that and

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this day of, A.D.

My commission expires Notary Public

In lieu of completing the above section of the Proposal Bid Form, the Principal may file an Electronic Bid Bond. By signing below 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

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. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 Construction Funds**



Illinois Department of Transportation



NOTICE TO BIDDERS

- 1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 28, 2006. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 99236
UNION County
Section 04-00093-00-BR
Project BRS-1926(106)
Route FAS 1926 (Winghill Road)
District 9 Construction Funds**

Construction consists of a single span, 1 @ 84'-4" precast, prestressed concrete deck beam bridge carrying FAS Route 1926, Winghill Road over Bradshaw Creek 5 miles east of Cobden.

- 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

Timothy W. Martin, Secretary

BD 351 (Rev. 01/2003)

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FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS
Adopted March 1, 2005

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-02) (Revised 3-1-05)

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702	"Construction and Maintenance Signs" (Eff 1-1-04) Developed by the Bureau of Local Roads & Streets to require florescent orange sheeting and a minimum sign size of 48" X 48" on construction and maintenance signs.	
1004	"Coarse Aggregate for Bituminous Surface Treatment" (Eff. 1-1-02). Developed by the Bureau of Materials & Physical Research, the Bureau of Local Roads & Streets, and Local Agencies to provide a coarser mix when aggregate producers have adjusted the CA-16 gradation according to the Aggregate Gradation Control System (AGCS) to a finer mix for Hot-Mix Asphalt.	
1013	"Rock Salt (Sodium Chloride)" (Eff. 8-1-69) (Rev. 1-1-02).....	

BDE SPECIAL PROVISIONS
For The April 28, and June 16, 2006 Lettings

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

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80099		Accessible Pedestrian Signals (APS)	April 1, 2003	
80156	33	X Aggregate Shipping Tickets	Jan. 1, 2006	
80108		Asbestos Bearing Pad Removal	Nov. 1, 2003	
72541		Asbestos Waterproofing Membrane and Asbestos Bituminous Concrete Surface Removal	June 1, 1989	June 30, 1994
80128		Authority of Railroad Engineer	July 1, 2004	
80065		Bituminous Base Course/Widening Superpave	April 1, 2002	Aug. 1, 2005
80050		Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
80142		Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
80066		Bridge Deck Construction	April 1, 2002	April 1, 2004
50261		Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
50531		Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	Aug. 1, 2001
80118		Butt Joints	April 1, 2004	April 1, 2005
80031		Calcium Chloride Accelerator for Portland Cement Concrete Patching	Jan. 1, 2001	
80077		Chair Supports	Nov. 1, 2002	Nov. 2, 2002
80051		Coarse Aggregate for Trench Backfill, Backfill and Bedding	April 1, 2001	Nov. 1, 2003
80094	34	X Concrete Admixtures	Jan. 1, 2003	July 1, 2004
80112		Concrete Barrier	Jan. 1, 2004	April 2, 2004
80102	39	X Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
80114	40	X Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
80146		Detectable Warnings	Aug. 1, 2005	
80029	48	X Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
80144		Elastomeric Bearings	April 1, 2005	
31578		Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
80041		Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
80055	56	X Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
80103		Expansion Joints	Aug. 1, 2003	
80101	57	X Flagger Vests	April 1, 2003	Jan. 1, 2006
80079		Freeze-Thaw Rating	Nov. 1, 2002	
80072		Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
80054		Hand Vibrator	Nov. 1, 2003	
80147		Illuminated Sign	Aug. 1, 2005	
80109		Impact Attenuators	Nov. 1, 2003	
80110		Impact Attenuators, Temporary	Nov. 1, 2003	April 1, 2004
80104		Inlet Filters	Aug. 1, 2003	
80080		Insertion Lining of Pipe Culverts	Nov. 1, 2002	Aug. 1, 2003
* 80150		Light Emitting Diode (LED) Pedestrian Signal Head	Nov. 1, 2005	April 1, 2006
80067		Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
80081		Lime Gradation Requirements	Nov. 1, 2002	
* 80133		Lime Stabilized Soil Mixture	Nov. 1, 2004	April 1, 2006
* 80158		Manholes	April 1, 2006	
80045		Material Transfer Device	June 15, 1999	March 1, 2001
80137		Minimum Lane Width with Lane Closure	Jan. 1, 2005	
80138	58	X Mulching Seeded Areas	Jan. 1, 2005	
80082		Multilane Pavement Patching	Nov. 1, 2002	
80129		Notched Wedge Longitudinal Joint	July 1, 2004	
80069		Organic Zinc-Rich Paint System	Nov. 1, 2001	Aug. 1, 2003

<u>File Name</u>	<u>PG</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80116	59	X	Partial Payments	Sept. 1, 2003	
80013			Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
53600			Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
* 80022	60	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80155	62	X	Payrolls and Payroll Records	Aug. 10, 2005	
80130	64	X	Personal Protective Equipment	July 1, 2004	
80148			Planting Woody Plants	Jan. 1, 2006	
80134			Plastic Blockouts for Guardrail	Nov. 1, 2004	
80073			Polymer Modified Emulsified Asphalt	Nov. 1, 2002	
80119			Polyurea Pavement Marking	April 1, 2004	
80124			Portable Changeable Message Signs	Nov. 1, 1993	April 2, 2004
80139	65	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
80083	66	X	Portland Cement Concrete	Nov. 1, 2002	
80036			Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
419			Precast Concrete Products	July 1, 1999	Nov. 1, 2004
80120			Precast, Prestressed Concrete Members	April 1, 2004	
80084			Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
80015			Public Convenience and Safety	Jan. 1, 2000	
80121			PVC Pipeliner	April 1, 2004	April 1, 2005
* 80159			Railroad Flaggers	April 1, 2006	
80122			Railroad, Full-Actuated Controller and Cabinet	April 1, 2004	
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80105			Raised Reflective Pavement Markers (Bridge)	Aug. 1, 2003	
80011			RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
* 80160			Reflective Crack Control Treatment	April 1, 2006	
80151			Reinforcement Bars	Nov. 1, 2005	Nov. 2, 2005
80032			Remove and Re-Erect Steel Plate Beam Guardrail and Traffic Barrier Terminals	Jan. 1, 2001	Jan. 1, 2005
80085			Sealing Abandoned Water Wells	Nov. 1, 2002	
80131	67	X	Seeding and Sodding	July 1, 2004	Aug. 1, 2005
80152			Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	
80132			Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
80096			Shoulder Rumble Strips	Jan. 1, 2003	
80140			Shoulder Stabilization at Guardrail	Jan. 1, 2005	
* 80135			Soil Modification	Nov. 1, 2004	April 1, 2006
80070			Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
80127			Steel Cost Adjustment	April 2, 2004	July 1, 2004
80153			Steel Plate Beam Guardrail	Nov. 1, 2005	
80143	70	X	Subcontractor Mobilization Payments	April 2, 2005	
80086	71	X	Subgrade Preparation	Nov. 1, 2002	
80136			Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
80010			Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
80039			Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
80075			Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
80145			Suspension of Slipformed Parapets	June 11, 2004	
80092			Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
80087	72	X	Temporary Erosion Control	Nov. 1, 2002	
80008			Temporary Module Glare Screen System	Jan. 1, 2000	
80106			Temporary Portable Bridge Traffic Signals	Aug. 1, 2003	
80098			Traffic Barrier Terminals	Jan. 1, 2003	
57291	74	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
* 80161			Traffic Signal Grounding	April 1, 2006	
20338			Training Special Provisions	Oct. 15, 1975	
80107			Transient Voltage Surge Suppression	Aug. 1, 2003	

<u>File Name</u>	<u>PG</u>		<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
	<u>#</u>				
80123		<input type="checkbox"/>	Truck Bed Release Agent	April 1, 2004	
80154		<input type="checkbox"/>	Turf Reinforcement Mat	Nov. 1, 2005	
* 80162		<input type="checkbox"/>	Uninterruptable Power Supply (UPS)	April 1, 2006	
80149		<input type="checkbox"/>	Variable Spaced Tining	Aug. 1, 2005	
* 80163		<input type="checkbox"/>	Water Blaster with Vacuum Recovery	April 1, 2006	
80048	75	<input checked="" type="checkbox"/>	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090		<input type="checkbox"/>	Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
80125		<input type="checkbox"/>	Work Zone Speed Limit Signs	April 2, 2004	Jan. 1, 2006
80126		<input type="checkbox"/>	Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097	77	<input checked="" type="checkbox"/>	Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071	79	<input checked="" type="checkbox"/>	Working Days	Jan. 1, 2002	

The following special provisions have been **deleted** from use:

80141 Additional Award Criteria This special provision is no longer required.

80113 Curb Ramps for Sidewalk Warnings. This special provision has been replaced by the BDE Special Provision, "Detectable Warnings".

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

- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

SPECIAL PROVISIONS

C.H. 8 Over Bradshaw Creek
Section 04-00093-00-BR
FAS 1926 (CH 8)
Union County
State of Illinois

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2002, 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 FAS 1926 (County Highway 8) over Bradshaw Creek, Section 04-00093-00-BR, in Union County, Illinois. In case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK

The work in this contract consists of furnishing all labor and materials necessary to construct a new roadway and structure over Bradshaw Creek. The improvements include constructing a new roadway with improved stopping sight distance, a new structure over Bradshaw Creek replacing the existing structure, and related components and construction of the county highway in accordance with the plans and as specified herein.

DEFINITION OF TERMS

Section 101 of the Standard Specifications shall be revised as follows:

Article 101.14 Department. The Union County Highway Department and the Department of Transportation of the State of Illinois.

Article 101.16 Engineer. The designated employee of the Union County Highway Department.

The Engineer will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs.

Article 101.19 Inspector. The authorized representative of the Engineer assigned to make detailed observations of any or all portions of the work or material therefore.

This activity is not to be interpreted as an inspection service, a construction supervision service, or a guaranteeing of the Contractor's performance. The Inspector will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs. The Inspector will not be responsible for the Contractor's obligation to carry out the work in accordance with the Contract Documents.

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.

At the preconstruction meeting, the Contractor shall furnish the name of the individual in his direct employ who is to be responsible for the installation and maintenance of the traffic control for this project. If the actual installation and maintenance are to be accomplished by a subcontractor, consent shall be requested of the Engineer at the time of the preconstruction meeting in accordance with Article 108.01 of the "Standard Specifications for Road and Bridge Construction." This shall not relieve the Contractor of the foregoing requirement for a responsible individual in his direct employ. The County will provide the Contractor the name of its representative who will be responsible for the administration of the Traffic Control Plan.

Special attention is called to Section 701 of the "Standard Specification for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

- Standard 702001-05 Traffic Control Devices
- Standard BLR-17-3 Traffic Control Devices – Day Labor Construction
- Standard BLR-21-6 Typical Application of Traffic Control Devices For Construction on Rural Local Highways
- Standard BLR-22-4 Typical Application of Traffic Control Devices for Construction on Rural Local Highways (Two Lane Two Way Rural Traffic) (Road Closed to Thru Traffic)

CONTRACTOR ACCESS:

At road closure locations, where Type III barricades are installed in a manner that will not allow contractor access to the project without relocation of one or more of the barricades, the arrangement of the barricades at the beginning of each work day may be relocated, when approved by the Engineer, in the manner shown on Highway Standard 702001 for Road Closed to Through Traffic. "Road Closed" signs (R11-2), supplemented by "Except Authorized Vehicles" signs (R3-I101), shall be mounted on both the near-right and far-left barricade. At the end of each work day the barricades shall be returned to their in-line positions.

This work will be considered included in the contract, and no extra compensation will be allowed.

TRAFFIC CONTROL AND PROTECTION as indicated herein will be paid for at the contract lump sum price for all of the project traffic control combined. This price shall be payment in full for all labor, materials, and equipment necessary to install, maintain, move and remove all traffic control as specified, including any required advance warning signs.

SEQUENCE OF CONSTRUCTION

County Highway 8 is to remain open for the majority of the construction. The following is a suggested sequence of construction.

- 1 Construct temporary erosion control measures.
- 2 Construct new structure.
- 3 Begin roadway construction to the roadway subgrade.
- 4 Install traffic control for road closure.
- 5 Continue roadway construction to the roadway subgrade.
- 6 Construct new roadway.
- 7 Remove remaining existing roadway pavement.
- 8 Final shape and seed project area and finish miscellaneous road work items.
- 9 Open roadway to traffic.

The Engineer must approve any deviations for the suggested sequence of construction.

DETOUR ROUTE

When the road is closed to traffic, no marked detour route will be necessary.

CLOSING THE ROAD TO TRAFFIC

It is proposed that the improvement area will be open to all traffic during the construction of the new structure and new roadway as long as possible. The road will be closed to traffic when construction of the new roadway interferes with the existing roadway. The road shall remain closed until all work is completed, or as directed by the Engineer. All barricades and traffic control devices will be utilized in accordance with the "Manual of Uniform Traffic Control Devices". Local access needs to be provided throughout construction.

Type III barricades and advance warning signs shall be erected and maintained by the Contractor in the locations shown in BLR-21-6. The advance warning BRIDGE OUT ½ MILE AHEAD LOCAL TRAFFIC ONLY sign (R11-3a) shall be mounted on the Type III barricades as shown on standard 702001.

NOTIFICATION OF UTILITIES PRIOR TO CONSTRUCTION

All utility companies must be notified, in writing, by the Contractor at least one (1) week prior to starting construction. All utility companies must be notified so that they may have personnel on the job site to assist in locating their utility lines and avoid damage to their utilities. A copy of the letter notifying the utility companies of the Contractor's intention to start work must be received by the Engineer before he will be permitted to start construction.

J.U.L.I.E. SYSTEM

The J.U.L.I.E. (Joint Utility Locating Information for Excavators) must be notified prior to starting construction so that the respective utilities may have adequate time to locate and mark their underground facilities. Phone: 1-800-892-0123. The following information may be requested by J.U.L.I.E.:

County Name:	Union	
Township:	11 S	11 S
Range:	1 E	1 E
Section Number:	SW 30	NW 31

COOPERATION WITH UTILITY COMPANIES

It is understood and agreed that the Contractor has considered, in his bid, all the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience or damage sustained by him due to any interference from the said utility appurtenances or the operations of moving them.

All telephone, telegraph, cableway, gas, water, electrical and wire lines, within the limits of the proposed construction owned by various utility companies, are to be moved by the Owners of the particular utility involved at the Owner's expense.

REMOVAL OF EXISTING STRUCTURE

This work shall consist of the removal and satisfactory disposal of the existing bridge structure. The existing bridge superstructure shall be completely removed and the substructure shall, as a minimum, be removed down to the top of the abutment footings. Incidental to this work shall be the removal and disposal of any bridge deck wearing surface, bridge railing and approach guardrails. The existing structural steel beams shall be salvaged. The Contractor shall stockpile the steel beams near the site for pick-up and removal by the County. Removal work shall be performed in accordance with the applicable portions of Section 501 of the Standard Specifications, and shall be paid for at the contract unit price bid per each for REMOVAL OF EXISTING STRUCTURE.

STONE DUMPED RIPRAP, CLASS A5

This work shall consist of furnishing stone riprap of the class and gradation indicated and installing it in accordance with the details indicated on the plans. This work shall conform to the applicable requirements of Section 281 of the Standard Specifications except that bedding material will not be required and the thickness of riprap will be as shown on the plans.

Also included in this work shall be any earth excavation, channel excavation, furnished excavation, or embankment required to construct the subgrade for the placement riprap in accordance with the details indicated on the plans. Earth excavation, channel excavation, furnished excavation, or embankment shall conform to the applicable requirements of Sections 202, 203, 204, or 205, respectively, of the Standard Specifications. Estimated quantities for these items have not been

determined. Thus, the Contractor is advised to visit the site during bidding to ascertain the amount of work for each of these items that will be required. No additional compensation will be provided for changes in site conditions between the bidding period and the time that the work is actually to be constructed.

This work will be measured for payment and the weight computed in tons. This work will be paid at the contract unit price per ton for STONE DUMPED RIPRAP, CLASS A5.

PIPE CULVERT REMOVAL

Description: This work includes all labor and equipment required to remove and dispose of the existing pipe culverts shown on the plans to be removed. The pipe culverts shall be removed according to the requirements of Section 501 of the Standard Specifications and as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot for PIPE CULVERT REMOVAL.

PRECAST PRESTRESSED CONCRETE DECK BEAMS (33" DEPTH)

This work shall conform to the applicable portions of Section 504 of the Standard Specifications.

The minimum concrete compressive strength at the time of strand release (f'ci) shall be 5,000 psi.

The minimum 28-day concrete compressive strength (f'c) shall be 6,000 psi.

TEST PILE HP 12 X 53

This work shall conform to the applicable provision of Section 512 of the Standard Specifications, except as noted herein.

Test piles that cannot achieve the required 10 ft minimum embedment shall be pulled and re-set in rock as described in the special provision for SETTING PILES IN ROCK. The cost associated with removing the test pile and setting it in rock shall be paid for at the contract unit price bid per each for SETTING PILES IN ROCK.

SETTING PILES IN ROCK

This work includes all material, equipment and labor required to set steel piles in rock. This work also includes pulling and re-setting any previously driven piles that do not achieve a minimum embedment depth of 10 ft.

Due to the variable depth of bedrock in the vicinity of the new bridge, as indicated by the soil borings, it is possible that some or all of the abutment piles will not be able to be driven deep enough to provide a minimum of 10 ft of embedment. If a pile cannot be driven to a depth sufficient to

provide at least 10 ft of embedment, the pile shall be set in rock as described herein.

Piles shall be set into rock as required to provide 10 ft of pile embedment as measured from the bottom of the abutment footing. However, in no case shall the depth of embedment into rock be less than 3 ft. Holes shall be excavated or cored into rock. The minimum hole diameter shall be 2 ft. Holes shall be cleaned of any loose material prior to pile placement. After placement, piles shall be aligned and braced in their final position. The holes shall then be filled with Class SI concrete to the top of the rock. All work associated with the concrete encasement shall conform to the applicable requirements of Section 503 of the Standard Specifications.

The work described above shall be paid for at the unit price bid per each for SETTING PILES IN ROCK. Included in this price is all work associated with drilling through or excavating soil to access the top of rock; rock coring or excavation; placing, aligning and bracing steel piles; Class SI concrete; and furnishing, placing and compacting material used to replace excavations or drilled holes. The contract quantity identified for this pay item has been estimated. However, the actual number of piles to be set in rock will be determined during construction. Any deviation from the estimated plan quantity will not be cause for a change in the unit price bid. The Contractor's final compensation for this item will equal the number of piles set in rock multiplied by the unit price bid per each for SETTING PILES IN ROCK.

TRAFFIC BARRIER TERMINAL, TYPE 1

Description: This work shall consist of furnishing and installing a traffic barrier terminal Type 1 according to Section 631 of the Standard Specifications.

The terminal shall be installed according to the manufacturer's specifications and shall include all necessary transitions between the terminal and the item to which it is attached.

The terminals at a single location within a project shall be of the same manufacture and configuration and shall be identical in design and appearance.

The terminal section shall provide a minimum length of need of 25.0 ft.

The terminal shall be delineated with a terminal marker direct applied. No other guardrail delineation shall be attached to the terminal section.

Basis of Payment: This work will be paid for at the contract unit price per each for TRAFFIC BARRIER TERMINAL, TYPE 1.

The terminal marker direct applied and guardrail marker, type A will be included in the cost of TRAFFIC BARRIER TERMINAL, TYPE 1.

RELOCATE TRAFFIC SIGNS

This work includes all material, labor, and equipment necessary to relocate the existing sign panels, hardware, posts, and foundations. The signs, supports and hardware shall be removed and stored until they can be re-erected. The sign panels shall be reinstalled in accordance with Article 107.25 of the Standard Specifications at locations shown on the plans or as directed by the Engineer. The reinstallation shall include the support posts, all of the hardware, and any foundations that may be required. No extra compensation will be allowed if new support posts are needed.

NPDES PERMIT

The Engineer will apply for and obtain a National Pollutant Discharge Elimination System Construction General Permit (NPDES CGP) prior to beginning construction.

The CGP has four main elements:

- Notice of Intent (NOI)
- Storm Water Pollution Prevention Plan (SWPPP)
- Incident of Non-Compliance (ION)
- Notice of Termination (NOT)

The Notice of Intent (NOI) serves as the application for the CGP. A Notice of Intent must be post-marked at least 30 days prior to the commencement of any construction activity on site. The Erosion Control Plan sheets will convey the information required for a Storm Water Pollution Prevention Plan (i.e. drainage patterns, area of soil disturbance, location of storm water discharges, etc.). The Contractor shall be responsible for having these plan sheets available for viewing during business hours at the project site. An Incident of Non-Compliance must be completed and submitted to the IEPA if, at any time, an erosion or sediment control device fails. When all permanent erosion control devices are in place with a 70 percent establishment rate of vegetation, the Engineer shall complete and submit the Notice of Termination to the IEPA.

NATIONWIDE 404 PERMIT REQUIREMENTS

This bridge replacement or rehabilitation included with this project is authorized under a Nationwide No. 14 Permit provided all terms and conditions of the Nationwide Permit and any special conditions outlined in the Corps of Engineers' verification letter are met. A copy of the permit should be included within these special provisions. If they are not, a copy of these can be requested from the Department.

The Contractor will not be allowed to complete the structure replacement or rehabilitation using any in-stream access fill, cofferdams, or causeways unless shown on the plans or unless the proper permits are acquired by the Contractor for these activities. The existing permit may be amended to include these activities once the contractor determines the plan for completion of the work and it is submitted to the Department for submission to the Corps of Engineers. The Department will not be held responsible for any delays incurred due to acquisition of additional permits or amending the existing permit. Determination of allowable methods for completion of this work under the current

permit can be obtained from the Corps of Engineers.

CONSTRUCTION PERMITS AND GENERAL CONDITIONS

All construction activities shall conform to the Department of the Army Corps of Engineers Permit Number CEMVR-OD-P-2005-3720 and the conditions listed under Section 404 of the Federal Clean Water Act. The Statewide Permit 2 is included herein and must be adhered to by the Contractor. Should the Contractor plan to undertake construction activities which are not covered by these permit conditions, he shall obtain the necessary permit at his expense and present it to the Engineer prior to starting the work.

The cost of complying with the Department of the Army Corps of Engineers permit(s), the Illinois Department of Natural Resources permit(s), and the Illinois Environmental Protection Agency Section 401 Water Quality Certification letter will not be paid for separately but shall be considered as included in the contract.



Route FAS 1926
Section 04-00093-00-BR
County UNION

Marked CH 8 (WINGHILL ROAD)
Project No. BRS-1926(106)

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.

Bill R. Boyd P.E.
Signature

February 6, 06
Date

County Engineer
Title

1. Site Description

- a. The following is a description of the construction activity which is the subject of this plan (use additional pages, as necessary):
 - 1. The project consists of construction of the relocated County Highway 8 over Bradshaw Creek.
 - 2. Construction includes tree removal, earth excavation, bituminous surface treatment, bridge construction, culverts, and other miscellaneous items of construction.

- b. The following is a description of the intended sequence of major activities which will disturb soils for major portions of the construction site, such as grubbing, excavation and grading (use additional pages, as necessary):
 - 1. Earth excavation down to proposed lines and grades for roadway construction.
 - 2. Tree removal to proposed right-of-way line.
 - 3. Remove existing roadway pavement.
 - 4. Grading for ditches and placing culverts.
 - 5. Final grading, paving, and other miscellaneous items.
 - 6. Placement of permanent erosion control, such as seeding, etc.

- c. The total area of the construction site is estimated to be 2.62 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 2.62 acres.

- d. The plan documents, hereby incorporated by reference, contain site map(s) indicating drainage patterns and approximate slopes anticipated after major grading activities, areas of major soil disturbance, the location of major structural and nonstructural 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 a surface water.

2. Controls

This section of the plan addresses the various controls that will be implemented for each of the major construction activities described in 1.b. above. For each measure discussed, the contractor that will be responsible for its implementation is indicated. Each such contractor has signed the required certification on forms which are attached to, and a part of, this plan:

a. Erosion and Sediment Controls

- (i) **Stabilization Practices.** Provided below is a description of interim and permanent stabilization practices, including site-specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided in 2.a.(i).(A) and 2.b., 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 14 days after the construction activity in that portion of the site has temporarily or permanently ceased on all disturbed portions of the site where construction activity will not occur for a period of 21 or more calendar days.

- (A) where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

Description of Stabilization Practices (use additional pages, as necessary):

1. During construction, areas outside the construction limits as outlined on the plans shall be protected. The contractor shall not use this area for staging (except as described in the plans and directed by the Engineer), parking vehicles or construction equipment, storage of materials, or other related construction activities.
 - a. Within the construction limits, areas which may be susceptible to erosion as determined by the Engineer shall remain undisturbed until full scale construction is underway to prevent unnecessary soil erosion.
 - b. Earth stockpiles shall be temporarily seeded if they are to remain unused for more than fourteen days.
 - c. As construction proceeds, the Contractor shall institute the following as directed by the Engineer.
 - I. Place temporary erosion control facilities at locations shown on the plans.
 - II. Construct ditches and provide temporary erosion control systems.
 - III. Place inlet and pipe protection at all pipe culverts.
 - IV. Conduct final shaping to the slopes, seed, and cover with mulch.

- d. Excavated areas and embankment shall be permanently seeded immediately after final grading. If not, they shall be temporarily seeded if no construction activity is planned in the area for 7 days.
- e. Construction equipment shall be stored and fueled only at designated locations. All necessary measures shall be taken to contain any fuel or other pollutant in accordance with EPA water quality regulations. Leaking equipment or supplies shall be immediately repaired or removed from the site.
- f. The Resident Engineer shall inspect the project daily during construction activities. Inspection shall also be done weekly and after rains of ½ inch or greater or equivalent snowfall and during the winter shutdown period. The project shall additionally be inspected by the Construction Field Engineer on a bi-weekly basis to determine that erosion control efforts are in place and effective and if other erosion control work is necessary.
- g. Sediment collected during construction of the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid price for earth excavation.
- h. The temporary erosion control systems shall be removed as directed by the Engineer after use is no longer needed or no longer functioning. The cost of this removal shall be included in the unit bid price for various temporary erosion control pay items.

(ii) **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 silt fences, earth dikes, drainage swales, sediment traps, check dams, 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.

Description of Structural Practices (use additional pages, as necessary):

1. Temporary ditch checks shall be located as shown on the plans.
2. Inlet and pipe protection of the culverts as shown on the plans.
3. Temporary erosion control seeding.
4. Temporary erosion control systems shall be left in place with proper maintenance until permanent erosion control is in place and working properly and all proposed turf areas are seeded and established.
5. Once permanent erosion control systems as proposed in the plans are functional and established, temporary items shall be removed, cleaned up, and disturbed turf seeded.

b. 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.

- (i) Such practices may include: 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 Section 10-300 (Design Considerations) in Chapter 10 (Erosion and Sedimentation Control) of the Illinois Department of Transportation Drainage Manual. If practices other than those discussed in Section 10-300 are selected for implementation or if practices are applied to situations different from those covered in Section 10-300, the technical basis for such decisions will be explained below.**
- (ii) 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 (use additional pages, as necessary):

Velocity discharges will be controlled by rock riprap at the outlets of culverts, as shown on the plans. All disturbed areas will be seeded in accordance with IDOT's Standard Specifications for Road and Bridge Construction Adopted January 1, 2002.

c. Other Controls

- (i) Waste Disposal. No solid materials, including building materials, shall be discharged into Waters of the State, except as authorized by a Section 404 permit.
- (ii) The provisions of this plan shall ensure and demonstrate compliance with applicable State and/or local waste disposal, sanitary sewer or septic system regulations.

d. Approved State or Local Plans

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, 1995. 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 or site permits or 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:

There are no local plans applicable to this construction other than the items discussed in this plan.

3. Maintenance

The following is a description of procedures that will be used to maintain, in good and effective operating conditions, vegetation, erosion and sediment control measures and other protective measures identified in this plan (use additional pages, as necessary):

1. Vegetation and erosion and sediment control measures will be installed and maintained in accordance with the Standard Specifications for Road and Bridge Construction and Standard 280001. These installations will also be inspected on a periodic basis as described below.
2. Sediment collected during construction of the various temporary erosion control systems shall be disposed of on the site on a regular basis as directed by the Engineer. The cost of this maintenance shall be included in the unit bid price for earth excavation.
3. Construction is complete after acceptance by Union County's final inspection. Maintenance up to this date will be by the Contractor.

4. Inspections

Qualified personnel shall inspect disturbed areas of the construction site which have not been finally stabilized, structural control measures, and locations where vehicles enter or exit the site. 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 inches or greater or equivalent snowfall.

- a. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the plan shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles enter or exit the site shall be inspected for evidence of off site sediment tracking.
- b. Based on the results of the inspection, the description of potential pollutant sources identified in section 1 above and pollution prevention measures identified in section 2 above shall be revised as appropriate as soon as practicable after such inspection. Any changes to this plan resulting from the required inspections shall be implemented within 7 calendar days following the inspection.
- c. A report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of this storm water pollution prevention plan, and actions taken in accordance with section 4.b. shall be made and retained as part of the plan for at least three (3) years after the date of the inspection. The report shall be signed in accordance with Part VI. G of the general permit.
- d. 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 or Resident Technician shall complete and file an "Incidence of Noncompliance" (ION) report for the identified violation. The Resident Engineer or Resident Technician 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 report of noncompliance 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

5. Non-Storm Water Discharges

Except for flows from fire fighting activities, sources of non-storm water that is combined with storm water discharges associated with the industrial activity addressed in this plan must be described below. Appropriate pollution prevention measures, as described below, will be implemented for the non-storm water component(s) of the discharge. (Use additional pages as necessary to describe non-storm water discharges and applicable pollution control measures).

There are no potential sources of non-storm water present in the construction area.



This certification statement is a part of the Storm Water Pollution Prevention Plan for the project described below, in accordance with NPDES Permit No. ILR10, issued by the Illinois Environmental Protection Agency on May 14, 1998.

Project Information:

Route FAS 1926
Section 04-00093-00-BR
County UNION

Marked CH 8 (Winghill Road)
Project No. BRS-1926(106)

I certify under penalty of law that I understand the terms of the general National Pollutant Discharge Elimination System (NPDES) permit (ILR 10) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Signature

Date

Title

Name of Firm

Street Address

City State

Zip Code

Telephone Number



DEPARTMENT OF THE ARMY
ST. LOUIS DISTRICT, CORPS OF ENGINEERS
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833
June 16, 2005

REPLY TO
ATTENTION OF:

Regulatory Branch
File Number: 200503720

Mr. Bill Boyd
County Engineer
Union County Highway Department
306 Mississippi Street
Jonesboro, Illinois 62952

Dear Mr. Boyd:

We have reviewed your application concerning the replacement of the structure carrying CH 8 over Bradshaw Creek approximately 5 miles east of Cobden, Union County, Illinois. Bradshaw Creek is a tributary to the Cache River.

Based upon a review of the U.S. Geological Survey 7.5-minute topographical map, we determined that Bradshaw Creek would possess an ordinary high water mark at this location and would be considered jurisdictional waters of the United States. Therefore, the placement of fill material below the ordinary high water elevation requires a permit from this office.

The Corps of Engineers has determined that this activity will have no affect on endangered species, and is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit as described in the January 15, 2002, Federal Register, Issuance of Nationwide Permits; Notice (67 FR 2080), Appendix A (B) (14). This permit verification is valid for two years from the date of this letter. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition number 14 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Illinois Environmental Protection Agency (IEPA) has issued Section 401 water quality certification for these permits subject to the following conditions:

a.. The affected area of the stream channel shall not exceed 100 linear feet, as measured along the stream corridor.

b. Temporary run-arounds shall be constructed of clean coarse aggregate.

c. 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 IEPA.

d. Any back filling must be done with clean material and placed in a manner to prevent violation of applicable water quality standards.

e. The applicant shall not cause: (1) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulations; (2) water pollution as defined and prohibited by the Illinois Environmental Protection Act; or (3) interference with water use practices near public recreation areas or water supply intakes.

f. 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 staked straw bales, 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 five (5) 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 Illinois EPA, Division of Water Pollution Control, Permit Section.

g. That applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 1995).

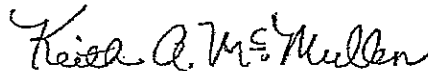
This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other Federal, state or local approvals before beginning work.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

The jurisdictional determination for this project is considered a preliminary jurisdictional determination in accordance with final regulations published on March 28, 2000 (65 FR 16485-16503). Enclosed is a *Notification of Administrative Appeal Options and Process and Request for Appeal* for your consideration and use. This determination cannot be appealed. The jurisdictional determination is valid for a period of five years from the date of this letter unless new information warrants revision of this determination before the expiration date.

If you have any questions please contact me at (314) 331-8582. Please refer to file number 200503720.

Sincerely,



Keith A. McMullen
Assistant Chief
Regulatory Branch

Enclosures

Copy Furnished: (w/o enclosures)

Mauer, IDNR
Allison, IEPA

✓ Mr. Jeffrey Spiller, P.E.
Hanson Professional Services, Inc.
2900 West Willow Knolls Road
Peoria, Illinois 61614

ILLINOIS DEPARTMENT OF NATURAL RESOURCES
OFFICE OF WATER RESOURCES
ONE NATURAL RESOURCES WAY
SPRINGFIELD, ILLINOIS 62702-1271

STATEWIDE PERMIT NO. 2

AUTHORIZING CONSTRUCTION OF BRIDGE AND CULVERT CROSSINGS OF STREAMS
IN RURAL AREAS

Permission is hereby granted for the construction of bridge and culvert crossings which, by being in compliance with the terms and conditions of this Permit, are determined to cause insignificant increase in potential flood damage. Subsequent to the effective date of this Permit, it is not necessary to submit applications to, or obtain individual permits from, the Office of Water Resources for bridge and culvert crossings meeting the specified terms and conditions.

APPLICABILITY

This Permit is applicable to bridge and culvert crossings of streams in rural areas of the state subject to the Department's jurisdiction except: 1) those in Lake, McHenry, Cook, DuPage, Kane and Will Counties for which regulatory floodways have been designated pursuant to 17 Illinois Administrative Code Part 3708; and 2) the public waters of the State (see the Department's Part 3704 "Regulation of Public Waters" rules for a listing of the public waters). Rural areas are areas where residential, commercial, or industrial development does not exist and is not expected to occur within a ten-year period. If there is any question of whether the bridge or culvert structure is within an area classified as rural, the Department shall be consulted to make the final determination.

This permit does not apply to the replacement of any bridge or culvert that has been the source of demonstrable flood damage.

SPECIAL CONDITIONS OF THE STATEWIDE PERMIT

1. For a new culvert or bridge crossing:
 - (a) The crossing shall be designed such that it will not result in an increase in water surface profile elevation in excess of 1.0 ft. over the natural condition for any frequency flow up to and including the 100-year frequency flood; and
 - (b) The crossing shall be designed such that it will not result in an increase in water surface profile elevation in excess of 0.5 ft. over the natural condition at a point 1,000 ft. upstream of the proposed structure (as determined by the horizontal projection of the maximum created head and the slope of the hydraulic grade line) for any frequency flood up to and including the 100-year frequency flood; and

- (c) There are no buildings or structures in the area impacted by the increases in water surface profile.
2. For a replacement culvert or bridge crossing:
- (a) The crossing shall be designed so that there will be no increase in backwater over the existing conditions, or
 - (b) The crossing shall be designed so that it complies with the water surface profile increases listed in Special Condition 1; and
 - (c) A registered professional engineer shall determine and document that the existing structure has not been the cause of demonstrable flood damage. Such documentation shall include, at a minimum, confirmation that:
 - 1) No buildings or structures have been impacted by the backwater induced by the existing crossing; and
 - 2) There is no record of complaints of flood damages associated with the existing crossing.
3. The proposed bridge or culvert crossing, whether new or replacement, must not involve the straightening, enlargement or relocation of the existing channel of the river or stream. The excavation of the channel and/or overbank necessary for the effective hydraulic performance of the culvert or bridge or removal of debris from the river or stream is not considered straightening, enlargement or relocation. Any excavation of the overbank incorporated into the design of the bridge or culvert crossing to meet the terms of Special Condition 1 or 2, must include appropriate vertical and horizontal transitions. Furthermore, the bottom elevation of the overbank excavation must not be below one-half the channel depth of the stream. This depth shall be calculated at an existing cross-section of the stream within the general vicinity of the culvert or bridge which has been unaffected by man-made obstructions.
4. The design must be certified by a registered professional engineer in the State of Illinois to have been designed by standard hydrologic and hydraulic engineering methods and to be in compliance with the terms and conditions of this Permit and the applicable rules of the Department; and
5. The design must be certified by a second registered professional engineer in the State of Illinois to have been reviewed and found to be in compliance with the terms and conditions of this Permit.

6. The permittee shall maintain, for each project authorized by this permit, the records necessary to document compliance with the above conditions.

GENERAL CONDITIONS OF THE STATEWIDE PERMIT

1. This permit is granted in accordance with the Rivers, Lakes and Streams Act, 615 ILCS 5 (2002 State Bar Edition).
2. This permit does not convey title to any permittee or recognize title of any permittee to any submerged or other lands, and furthermore, does not convey, lease or provide any right or rights of occupancy or use of the public or private property on which the project or any part thereof will be located, or otherwise grant to any permittee any right or interest in or to the property, whether the property is owned or possessed by the State of Illinois or by any private or public party or parties.
3. This permit does not release any permittee from liability for damage to persons or property resulting from any activity covered by this permit and does not authorize any injury to private property or invasion of private rights.
4. This permit does not relieve any permittee of the responsibility to obtain other federal, state or local authorizations required for the construction of the permitted activity; and if any permittee is required by law to obtain approval from any federal or other state agency to do the work, authorization granted by this permit is not effective until the federal and state approvals are obtained.
5. The permittee shall, at the permittee's own expense, remove all temporary piling, cofferdams, false work, and material incidental to the construction of the project, from the floodway in which the work is done. If the permittee fails to remove such structures or materials, the Department may have removal made at the expense of the permittee.
6. In issuing this permit, the Department of Natural Resources does not approve the adequacy of the design or structural strength of any structure or improvement authorized by this permit.
7. This Statewide Permit shall remain in effect until such time as it is modified, suspended, or revoked by the Department of Natural Resources.

This Statewide Permit was issued on January 6, 1982 and last modified March 1, 2005.

APPROVED:

Joel Brunsvold, Director
Department of Natural Resources

EXAMINED AND RECOMMENDED:

Paul Mauer, Jr., Acting Manager
Division of Water Resource Management

APPROVAL RECOMMENDED:

Gary R. Clark, Director
Office of Water Resources

ILLINOIS DEPARTMENT OF TRANSPORTATION
District Nine Materials

Bridge Foundation
Boring Log

Sheet 1 of 1

FAS 1926 (Winghill Road) Over Bradshaw Creek

Date: 5/25/2004

Route: FAS 1926

Structure Number: 091-3035

Bored By: Bryan Keller

Section 04-00093-00-BR

Location: 6 MI E of Cobden

Checked By: Rob Graeff

County: Union

Boring No 2-8

Station 28' W of W Abut

Offset CL

Ground Surface 99.4 Ft

Description	DEPTH	BLOW	Qu	W%	Surf Wat Elev: 82.6		DEPTH	BLOW	Qu	W%
					At:	Hrs:				
Multi A-1 over Crushed Aggregate						73.4				100/11"
	97.4									
Very stiff, moist, grey mottled brown, Silty Clay Loam A-6		1	2.3B	22						
		2								
		5								
	5.0	1								
		1	3.5B	18						
		4								
		1								
		4	2.6B	19						
		5								
	89.9									
Medium, damp to moist, grey, Silty Clay Loam A-6	10.0	1								35.0
		2	0.7S	20						
		2								
	87.4									
Stiff, damp, grey, Silty Clay Loam A-6		2	1.5P	18						
		2								
		1								
	84.9									
Very soft, very moist to wet, grey, Silty Clay Loam A-6	15.0	WH								40.0
		WH	0.1B	28						
		WH								
	82.4									
Soft, very moist to wet, grey, Silty Clay Loam A-6		WH								
		WH	0.3B	29						
		WH								
	79.9									
Very loose, wet, grey, very fine Silty Sand with Silty Clay Loam layers	20.0	1								45.0
		1		23						
		1								
74% Sand										
21% Silt; 5% Clay	77.4									
Hard, dry, grey, weathered Clay Shale		1								
		9								
		19								
	25.0	16								50.0

23B

N-Std Pentr Test: 2" OD Sampler,
140# Hammer, 30" Fall (Type Fail. B-Bulge S-Shear E-Estimated P-Penetrometer)

ILLINOIS DEPARTMENT OF TRANSPORTATION
District Nine Materials

Bridge Foundation
Boring Log

Sheet 1 of 1

FAS 1926 (Winghill Road) Over Bradshaw Creek

Date: 5/25/2004

Route: FAS 1926

Structure Number: 091-3035

Bored By: Bryan Keller

Section 04-00093-00-BR

Checked By: Rob Graeff

County: Union

Location: 6 MI E of Cobden

Boring No	Station	Offset	Ground Surface	DEPTH	BLOW	Qu tsf	W%	Surf Wat Elev:	DEPTH	BLOW	Qu tsf	W%
								82.6				
3-5	65' E of E Abut	62' 5 CL	98.2 Ft									
								Ground Water Elevation when Drilling				
								At Completion				
								At: Hrs:				

Augered												
Hard, dry, brown, Sandstone boulders					2							
					12							
					6							
				5.0	2				30.0			
					13							
					8							
	91.2											
Hard, dry, grey, Clay Shale												
Hard, dry, grey, Clay Shale	88.2			10.0	100/3"				35.0			
Bottom of hole = 10.0 ft.												
No free water observed.												
Elevation referenced to Center of Existing Structure; Assumed Elevation = 100.0 ft.												
To convert "N" values to "N60" values multiply by 1.25.				15.0					40.0			
				20.0					45.0			
				25.0					50.0			

N-Std Pentr Test: 2" OD Sampler, 140# Hammer, 30" Fall (Type Fail. B-Bulge S-Shear E-Estimated P-Penetrometer)

23C

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2006

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

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities. It shall be the Contractor's responsibility to determine the actual location of all such facilities. He shall also obtain from the respective utility companies detailed information relative to the location of their facilities and the working schedules of the utility companies for removing or adjusting them.

Revise Article 105.07 of the Standard Specifications to read:

"105.07 Utility Facilities. Utilities which are within the limits of the proposed construction are to be moved or removed at no cost to the Contractor except as otherwise provided for in the special provisions or as noted in the plans.

- (a) For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:
- (1) The horizontal limits shall be a plane, outside of, parallel to, and 600 mm (2 ft) distant at right angles from the plan or revised slope limits and the slope limits extended vertically above the point of intersection of the slope limits and the original cross-section surface.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.
 - (2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.
 - (3) The lower vertical limits shall be the limits of excavation.
- (b) For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

- (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc., and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.
- (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general longitudinal direction as the roadway.

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

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

It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them either by the utility company or by him; or on account of any special construction methods required in prosecuting his work due to the existence of said appurtenances either in their present or relocated positions."

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

SPECIAL PROVISION
FOR
NATIONWIDE No. 14 PERMITS AND CONDITIONS

Effective: February 1, 2004
Revised: March 1, 2005

The following information presents the requirements for the nationwide 404/10 permits No. 14 used on this highway project.

Contractors wishing to conduct activities under the nationwide permits must comply with the terms of the applicable permit and the conditions below.

- A. **Linear Transportation Projects.** Activities required for the construction, expansion, modification, or improvement of linear transportation crossings (e.g., highways, railways, trails, airport runways, and taxiways) in waters of the US, including wetlands, if the activity meets the following criteria:
1. This NWP is subject to the following acreage limits:
 - (a) For linear transportation projects in non-tidal waters, provided the discharge does not cause the loss of greater than 1/2- acre of waters of the US; or
 - (b) For linear transportation projects in tidal waters, provided the discharge does not cause the loss of greater than 1/3-acre of waters of the US.
 2. The permittee must notify the District Engineer in accordance with General Condition 13 if any of the following criteria are met:
 - (a) The discharge causes the loss of greater than 1/10 acre of waters of the US; or
 - (b) There is a discharge in a special aquatic site, including wetlands;
 3. The notification must include a compensatory mitigation proposal to offset permanent losses of waters of the US to ensure that those losses result only in minimal adverse effects to the aquatic environment and a statement describing how temporary losses will be minimized to the maximum extent practicable;
 4. For discharges in special aquatic sites, including wetlands, and stream riffle and pool complexes, the notification must include a delineation of the affected special aquatic sites;
 5. The width of the fill is limited to the minimum necessary for the crossing;
 6. This permit does not authorize stream channelization; and the authorized activities must not cause more than minimal changes to the hydraulic flow characteristics of the stream, increase flooding, or cause more than minimal degradation of water quality of any stream (see General Conditions 9 and 21);
 7. This permit 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; and
 8. The crossing is a single and complete project for crossing waters of the US. Where a road segment (i.e., the shortest segment of a road with independent utility that is part of a larger project) has multiple crossings of streams (several single and complete projects) the Corps will consider whether it should use its discretionary authority to require an Individual Permit. (Sections 10 and 404)
- B. **Nationwide Permit General Conditions.** The following General Conditions must be followed in order for any authorization by an NWP to be valid:
1. **Navigation.** No activity may cause more than a minimal adverse effect on navigation.
 2. **Proper Maintenance.** Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

3. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
4. **Aquatic Life Movements.** No activity may substantially disrupt the necessary life-cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.
5. **Equipment.** Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.
6. **Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state or tribe in its Section 401 Water Quality Certification.
7. **Wild and Scenic Rivers.** No activity may occur in a component of the National Wild and Scenic River System; or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status; unless the appropriate Federal agency, with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation, or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).
8. **Water Quality.**
 - (a) In certain states and tribal lands an individual 401 Water Quality Certification must be obtained or waived (See 33 CFR 330.4(c)).
 - (b) For NWP 14 where the state 401 certification (either generically or individually) does not require or approve water quality management measures, the permittee must provide water quality management measures that will ensure that the authorized work does not result in more than minimal degradation of water quality (or the Corps determines that compliance with state or local standards, where applicable, will ensure no more than minimal adverse effect on water quality). An important component of water quality management includes stormwater management that minimizes degradation of the downstream aquatic system, including water quality (refer to General Condition 21 for stormwater management requirements). Another important component of water quality management is the establishment and maintenance of vegetated buffers next to open waters, including streams (refer to General Condition 19 for vegetated buffer requirements for the NWPs). This condition is only applicable to projects that have the potential to affect water quality. While appropriate measures must be taken, in most cases it is not necessary to conduct detailed studies identify such measures or to require monitoring.
9. **Notification.**
 - (a) Timing; where required by the terms of the NWP, the prospective permittee must notify the District Engineer with a preconstruction notification (PCN) as early as possible. The District Engineer must determine if the notification is complete within 30 days of the date of receipt and can request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the District Engineer will notify the prospective permittee that the notification is still incomplete and the PCN review process will not commence until all of the requested information has been received by the District Engineer. The prospective permittee shall not begin the activity:
 - (1) Until notified in writing by the District Engineer that the activity may proceed under the NWP with any special conditions imposed by the District or Division Engineer; or
 - (2) If notified in writing by the District or Division Engineer that an Individual Permit is required; or

- (3) Unless 45 days have passed from the District Engineer's receipt of the complete notification and the prospective permittee has not received written notice from the District or Division Engineer. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).
- (b) Contents of Notification: The notification must be in writing and include the following information:
- (1) Name, address and telephone numbers of the prospective permittee;
 - (2) Location of the proposed project;
 - (3) Brief description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), Regional General Permit(s), or Individual Permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP (Sketches usually clarify the project and when provided result in a quicker decision.);
 - (4) For NWPs 7, 12, 14, 18, 21, 34, 38, 39, 40, 41, 42, and 43, the PCN must also include a delineation of affected special aquatic sites, including wetlands, vegetated shallows (e.g., submerged aquatic vegetation, seagrass beds), and riffle and pool complexes (see paragraph 13(f));
 - (5) For activities that may adversely affect Federally-listed endangered or threatened species, the PCN must include the name(s) of those endangered or threatened species that may be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work; and
 - (6) For activities that may affect historic properties listed in, or eligible for listing in, the National Register of Historic Places, the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property.
- (c) Form of Notification: The standard Individual Permit application form (Form ENG 4345) may be used as the notification but must clearly indicate that it is a PCN and must include all of the information required in (b) (1)-(18) of General Condition 13. A letter containing the requisite information may also be used.
- (d) District Engineer's Decision: In reviewing the PCN for the proposed activity, the District Engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. The prospective permittee may submit a proposed mitigation plan with the PCN to expedite the process. The District Engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. If the District Engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the District Engineer will notify the permittee and include any conditions the District Engineer deems necessary.

The District Engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee is required to submit a compensatory mitigation proposal with the PCN, the proposal may be either conceptual or detailed. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the District Engineer will expeditiously review the proposed compensatory mitigation plan. The District Engineer must review the plan within 45 days of receiving a complete PCN and determine whether the conceptual or specific proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the District Engineer to be minimal, the District Engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP.

If the District Engineer determines that the adverse effects of the proposed work are more than minimal, then the District Engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an Individual Permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the District Engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation proposal that would reduce the adverse effects on the aquatic environment to the minimal level. When conceptual mitigation is included, or a mitigation plan is required under item (2) above, no work in waters of the US will occur until the District Engineer has approved a specific mitigation plan.

- (e) **Agency Coordination:** The District Engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

For activities requiring notification to the District Engineer that result in the loss of greater than 1/2-acre of waters of the US, the District Engineer will provide immediately (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy to the appropriate Federal or state offices (USFWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the District Engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the District Engineer will wait an additional 15 calendar days before making a decision on the notification. The District Engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The District Engineer will indicate in the administrative record associated with each notification that the resource agencies' concerns were considered. As required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act, the District Engineer will provide a response to NMFS within 30 days of receipt of any Essential Fish Habitat conservation recommendations. Applicants are encouraged to provide the Corps multiple copies of notifications to expedite agency notification.

- (f) **Wetland Delineations:** Wetland delineations must be prepared in accordance with the current method required by the Corps (For NWP 29 see paragraph (b)(9)(iii) for parcels less than 1/4-acre in size). The permittee may ask the Corps to delineate the special aquatic site. There may be some delay if the Corps does the delineation. Furthermore, the 45-day period will not start until the wetland delineation has been completed and submitted to the Corps, where appropriate.

10. Compliance Certification. Every permittee who has received NWP verification from the Corps will submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the Corps with the authorization letter and will include:

- (a) A statement that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions;
- (b) A statement that any required mitigation was completed in accordance with the permit conditions; and
- (c) The signature of the permittee certifying the completion of the work and mitigation.

11. **Endangered Species.** (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. Non-federal permittees shall notify the District Engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or is located in the designated critical habitat and shall not begin work on the activity until notified by the District Engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that may affect Federally-listed endangered or threatened species or designated critical habitat, the notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. As a result of formal or informal consultation with the FWS or NMFS the District Engineer may add species-specific regional endangered species conditions to the NWPs.
- (b) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the USFWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the USFWS and NMFS or their world wide web pages at <http://www.fws.gov/r9endspp/endspp.html> and http://www.nmfs.noaa.gov/prot_res/overview/es.html respectively
12. **Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the US authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit (e.g. if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the US for the total project cannot exceed 1/3-acre).
13. **Water Supply Intakes.** No activity, including structures and work in navigable waters of the US or discharges of dredged or fill material, may occur in the proximity of a public water supply intake except where the activity is for repair of the public water supply intake structures or adjacent bank stabilization.
14. **Suitable Material.** No activity, including structures and work in navigable waters of the US or discharges of dredged or fill material, may consist of unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.) and material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the CWA).
15. **Spawning Areas.** Activities, including structures and work in navigable waters of the US or discharges of dredged or fill material, in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., excavate, fill, or smother downstream by substantial turbidity) of an important spawning area are not authorized.

16. Management of Water Flows. To the maximum extent practicable, the activity must be designed to maintain preconstruction downstream flow conditions (e.g., location, capacity, and flow rates). Furthermore, the activity must not permanently restrict or impede the passage of normal or expected high flows (unless the primary purpose of the fill is to impound waters) and the structure or discharge of dredged or fill material must withstand expected high flows. The activity must, to the maximum extent practicable, provide for retaining excess flows from the site, provide for maintaining surface flow rates from the site similar to preconstruction conditions, and provide for not increasing water flows from the project site, relocating water, or redirecting water flow beyond preconstruction conditions. Stream channelizing will be reduced to the minimal amount necessary, and the activity must, to the maximum extent practicable, reduce adverse effects such as flooding or erosion downstream and upstream of the project site, unless the activity is part of a larger system designed to manage water flows. In most cases, it will not be a requirement to conduct detailed studies and monitoring of water flow.

This condition is only applicable to projects that have the potential to affect waterflows. While appropriate measures must be taken, it is not necessary to conduct detailed studies to identify such measures or require monitoring to ensure their effectiveness. Normally, the Corps will defer to state and local authorities regarding management of water flow.

17. Adverse Effects from Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to the acceleration of the passage of water, and/or the restricting its flow shall be minimized to the maximum extent practicable. This includes structures and work in navigable waters of the US, or discharges of dredged or fill material.

18. Waterfowl Breeding Areas. Activities, including structures and work in navigable waters of the US or discharges of dredged or fill material, into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

19. Removal of Temporary Fills. Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation.

20. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, National Wild and Scenic Rivers, critical habitat for Federally listed threatened and endangered species, coral reefs, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the District Engineer after notice and opportunity for public comment. The District Engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Except as noted below, discharges of dredged or fill material into waters of the US are not authorized by NWP 14 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters. Discharges of dredged or fill materials into waters of the US may be authorized by the above NWP in National Wild and Scenic Rivers if the activity complies with General Condition 7. Further, such discharges may be authorized in designated critical habitat for Federally listed threatened or endangered species if the activity complies with General Condition 11 and the USFWS or the NMFS has concurred in a determination of compliance with this condition.

C. Regional Conditions within Illinois:

NOTE: The Chicago District has proposed alternate regional conditions for work in McHenry, Kane, Lake, DuPage, Will and Cook Counties in Illinois. Information regarding Chicago District requirements can be accessed through their website at <http://www.lrc.usace.army.mil/co-r/>. If you have any questions regarding the Chicago District proposal, please contact Ms. Karon Marzec, Senior Project Manager, by telephone at 312/353-6400, ext. 4030 or e-mail karon.m.marzec@usace.army.mil.

1. Bank stabilization projects involving armoring of the streambank with riprap or the construction of retaining walls within High Value Subwatersheds exceeding 250 feet will require a PCN to the Corps of Engineers in accordance with Notification Condition (Number 13).
2. A proposed activity to be authorized under Nationwide Permits 12 or 14 within the Cache River Wetlands Areas (Alexander and Pulaski Counties), Kaskaskia River (Clinton, St. Clair, and Washington Counties), or Wabash River (Gallatin and White Counties) will require a PCN to the Corps of Engineers in accordance with the Notification Condition (Number 13).
3. Stormwater management facilities shall not be located within an intermittent stream.
4. **High Value Subwatersheds** – The state of Illinois has defined these areas through a combination of factors. Various sources of information were used to analyze and rank subwatersheds. Federal Threatened and Endangered Species, % of wetlands in the watershed, Natural Areas Inventory, and Biological Stream Categorization were factors used for High Value designation. A map highlighting these areas is attached with a numerical listing of the 8-digit hydrologic units.

D. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other Federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

E. Definitions are as provided in the Federal Register Vol. 67, No. 10 dated January 15, 2002.

AGGREGATE SHIPPING TICKETS (BDE)

Effective: January 1, 2006

Add the following to Article 1003.01 of the Standard Specifications:

“(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1004.01 of the Standard Specifications:

“(f) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

Add the following to Article 1005.01 of the Supplemental Specifications:

“(d) Shipping Tickets. Shipping tickets for the material shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, “Designation of Aggregate Information on Shipping Tickets”.”

80156

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revised: July 1, 2004

Revise Article 1020.05(b) of the Standard Specifications to read:

"(b) Admixtures. Except as specified, the use of admixtures to increase the workability or to accelerate the hardening of the concrete will be permitted only when approved in writing by the Engineer. The Department will maintain an Approved List of Concrete Admixtures. When the Department permits the use of a calcium chloride accelerator, it shall be according to Article 442.02, Note 5.

When the atmosphere or concrete temperature is 18 °C (65 °F) or higher, a retarding admixture meeting the requirements of Article 1021.03 shall be used in the Class BD Concrete and portland cement concrete bridge deck overlays. The amount of retarding admixture to be used will be determined by the Engineer. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in Class BD Concrete. The amount of high range water-reducing admixture will be determined by the Engineer. At the option of the Contractor, a water-reducing admixture may be used. Type I cement shall be used.

For Class PC and PS Concrete, a retarding admixture may be added to the concrete mixture when the concrete temperature is 18 °C (65 °F) or higher. Other admixtures may be used when approved by the Engineer, or if specified by the contract. If an accelerating admixture is permitted by the Engineer, it shall be the non-chloride type.

At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 concrete. The accelerator shall be the non-chloride type. If a water-reducing or retarding admixture is used, the cement factor may be reduced a maximum 18 kg/cu m (0.30 hundredweight/cu yd). If a high range water-reducing admixture is used, the cement factor may be reduced a maximum 36 kg/cu m (0.60 hundredweight/cu yd). Cement factor reductions shall not be cumulative when using multiple admixtures. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

If Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 concrete, a water-reducing or high range water-reducing admixture shall be used. However, the cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used. In addition, an accelerator shall not be used.

For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-2 or PP-3 concrete, the Contractor has the option to use a water-reducing admixture. A retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

When the air temperature is less than 13 °C (55 °F) for Class PP-1 or PP-2 concrete, the non-chloride accelerator shall be calcium nitrite.

For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture. An accelerator shall not be used. For stationary or truck mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant according to Article 1103.04, but a retarding admixture shall not be used unless approved by the Engineer. A water-reducing, retarding, or high range water-reducing admixture shall not be used to reduce the cement factor.

If the Department specifies a calcium chloride accelerator for Class PP-1 concrete, the maximum chloride dosage shall be 1.0 L (1.0 quart) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.0 L (2.0 quarts) per 45 kg (100 lb) of cement if approved by the Engineer. If the Department specifies a calcium chloride accelerator for Class PP-2 concrete, the maximum chloride dosage shall be 1.3 L (1.3 quarts) of solution per 45 kg (100 lb) of cement. The dosage may be increased to a maximum 2.6 L (2.6 quarts) per 45 kg (100 lb) of cement if approved by the Engineer.

For Class PV, MS, SI, RR, SC and SH concrete, at the option of the Contractor, or when specified by the Engineer, a water-reducing admixture or a retarding admixture may be used. The amount of water-reducing admixture or retarding admixture permitted will be determined by the Engineer. The air-entraining admixture and other admixtures shall be added to the concrete separately, and shall be permitted to intermingle only after they have separately entered the concrete batch. The sequence, method and equipment for adding the admixtures shall be approved by the Engineer. The water-reducing admixture shall not delay the initial set of the concrete by more than one hour. Type I cement shall be used.

When a water-reducing admixture is added, a cement factor reduction of up to 18 kg/cu m (0.30 hundredweight/cu yd), from the concrete designed for a specific slump without the admixture, will be permitted for Class PV, MS, SI, RR, SC and SH concrete. When an approved high range water-reducing admixture is used, a cement factor reduction of up to 36 kg/cu m (0.60 hundredweight/cu yd), from a specific water cement/ratio without the admixture, will be permitted based on a 14 percent minimum water reduction. This is applicable to Class PV, MS, SI, RR, SC and SH concrete. A cement factor below 320 kg/cu m (5.35 hundredweight/cu yd) will not be permitted for Class PV, MS, SI, RR, SC and SH concrete. A cement factor reduction will not be

allowed for concrete placed underwater. Cement factor reductions shall not be cumulative when using multiple admixtures.

For use of admixtures to control concrete temperature, refer to Articles 1020.14(a) and 1020.14(b).

The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP."

Revise Section 1021 of the Standard Specifications to read:

"SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. Containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. Per the manufacturer's option, the cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

In addition to the report, the manufacturer shall submit AASHTO T 197 water content and set time test results on the standard cement used by the Department. The test and reference concrete mixture shall contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). The manufacturer may select their lab or an independent lab to perform this testing. The laboratory is not required to be accredited by the AASHTO Accreditation Program.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd). For freeze-thaw testing, the Department will perform the test according to Illinois Modified AASHTO T 161, Procedure B.

The manufacturer shall include in the submittal the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The submittal shall also include an infrared spectrophotometer trace no more than five years old.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory accredited by the AASHTO Accreditation Program.

All admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass (weight).

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.)

prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)"

80094

CORRUGATED METAL PIPE CULVERTS (BDE)

Effective: August 1, 2003

Revised: July 1, 2004

Revise the fourth paragraph of Article 542.04(d) of the Standard Specifications to read:

"When corrugated steel or aluminum alloy culvert pipe (including bituminous coated steel or aluminum and pre-coated steel) is used, the pipe shall be placed such that the longitudinal lap is placed at the sides and separate sections of pipe shall be joined with a hugger-type band. When the pipes are fabricated with a smooth sleeve-type coupler, the gasket shall meet the requirements of Article 1006.01."

Add the following paragraph after the first paragraph of Article 1006.01 of the Standard Specifications:

"Round pipes 1200 mm (48 in.) in diameter and smaller may be fabricated with a smooth sleeve-type coupler. Gasket material on the smooth sleeve-type coupler shall be polyisoprene or equal with a durometer hardness of 45 ± 5 (ASTM D 2240, Shore A). Pipe used with smooth sleeve-type couplers shall contain a homing mark that indicates when the joint is tight. The homing mark shall consist of a painted stripe around the circumference of the male end of the pipe."

Delete the last sentence of the first paragraph of Article 1006.01(a) of the Standard Specifications.

Add the following paragraph after the first paragraph of Article 1006.03 of the Standard Specifications:

"Round pipes 1200 mm (48 in.) in diameter and smaller may be fabricated with a smooth sleeve-type coupler. Gasket material on the smooth sleeve-type coupler shall be polyisoprene or equal with a durometer hardness of 45 ± 5 (ASTM D 2240; Shore A). Pipe used with smooth sleeve-type couplers shall contain a homing mark that indicates when the joint is tight. The homing mark shall consist of a painted stripe around the circumference of the male end of the pipe."

80102

CURING AND PROTECTION OF CONCRETE CONSTRUCTION (BDE)

Effective: January 1, 2004

Revised: November 1, 2005

Revise the second and third sentences of the eleventh paragraph of Article 503.06 of the Standard Specifications to read:

"Forms on substructure units shall remain in place at least 24 hours. The method of form removal shall not result in damage to the concrete."

Delete the twentieth paragraph of Article 503.22 of the Standard Specifications.

Revise the "Unit Price Adjustments" table of Article 503.22 of the Standard Specifications to read:

"UNIT PRICE ADJUSTMENTS"	
Type of Construction	Percent Adjustment in Unit Price
For concrete in substructures, culverts (having a waterway opening of more than 1 sq m (10 sq ft)), pump houses, and retaining walls (except concrete pilings, footings and foundation seals):	
When protected by:	
Protection Method II	115%
Protection Method I	110%
For concrete in superstructures:	
When protected by:	
Protection Method II	123%
Protection Method I	115%
For concrete in footings:	
When protected by:	
Protection Method I, II or III	107%
For concrete in slope walls:	
When protected by:	
Protection Method I	107%"

Delete the fourth paragraph of Article 504.05(a) of the Standard Specifications.

Revise the second and third sentences of the fifth paragraph of Article 504.05(a) of the Standard Specifications to read:

"All test specimens shall be cured with the units according to Article 1020.13."

Revise the first paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

"Curing and Low Air Temperature Protection. The curing and protection for precast, prestressed concrete members shall be according to Article 1020.13 and this Article."

Revise the first sentence of the second paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“For curing, air vents shall be in place and shall be so arranged that no water can enter the void tubes during the curing of the members.”

Revise the first sentence of the third paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“As soon as each member is finished, the concrete shall be covered with curing material according to Article 1020.13.”

Revise the eighth paragraph of Article 504.06(c)(6) of the Standard Specifications to read:

“The prestressing force shall not be transferred to any member before the concrete has attained the compressive strength of 28,000 kPa (4000 psi) or other higher compressive release strength specified on the plans, as determined from tests of 150 mm (6 in.) by 300 mm (12 in.) cylinders cured with the member according to Article 1020.13. Members shall not be shipped until 28-day strengths have been attained and members have a yard age of at least 4 days.”

Delete the third paragraph of Article 512.03(a) of the Standard Specifications.

Delete the last sentence of the second paragraph of Article 512.04(d) of the Standard Specifications.

Revise the "Index Table of Curing and Protection of Concrete Construction" table of Article 1020.13 of the Standard Specifications to read:

"INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION"			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete: ^{11/}			
Pavement	1020.13(a)(1)(2)(3)(4)(5) ^{3/ 5/}	3	1020.13(c)
Shoulder			
Base Course	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	1020.13(c)
Base Course Widening			
Driveway	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 5/}	3	1020.13(c) ^{16/}
Median			
Curb			
Gutter			
Curb and Gutter			
Sidewalk			
Slope Wall			
Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) ^{4/}	3	1020.13(c)
Catch Basin			
Manhole			
Inlet			
Valve Vault	1020.13(a)(1)(2)(3)(4)(5) ^{2/}	3 ^{12/}	1020.13(c)
Pavement Patching			
Pavement Replacement	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 2/}	3	442.06(h) and 1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles	1020.13(a)(3)(5)	7	1020.13(e)(1)(2)(3)
Footings	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(e)(1)(2)(3)
Foundation Seals			
Substructure	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(e)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) ^{8/}	7	1020.13(e)(1)(2)
Deck	1020.13(a)(5)	7	1020.13(e)(1)(2) ^{17/}
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) ^{1/ 7/}	7	1020.13(e)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) ^{1/}	7	1020.13(e)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) ^{4/ 6/}	7	1020.13(e)(1)(2) ^{18/}
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete: ^{11/}			
Bridge Beams	1020.13(a)(3)(5) ^{9/ 10/}	As required. ^{13/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
Piles			
Bridge Slabs			
Nelson Type Structural Member	1020.13(a)(3)(4)(5) ^{2/ 9/ 10/}	As required. ^{14/}	504.06(c)(6), 1020.13(e)(2) ^{19/}
All Other Precast Items			
Precast, Prestressed Concrete: ^{11/}			
All Items	1020.13(a)(3)(5) ^{9/ 10/}	Until strand tensioning is released. ^{15/}	504.06(c)(6), 1020.13(e)(2) ^{19/}

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate footings, foundation seals or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 7 °C (45 °F) or higher.
- 7/ Asphalt Emulsion for Waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09 (b), and meets the material requirements of Article 1022.07.
- 9/ Steam curing (heat and moisture) is acceptable and shall be accomplished by the method specified in Article 504.06(c)(6).
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained, with a maximum curing period of three days.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(e)(1).
- 17/ When Article 1020.13(e)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(e)(1).
- 18/ For culverts having a waterway opening of 1 sq m (10 sq ft) or less, the culverts may be protected according to Article 1020.13(e)(3).
- 19/ The seven day protection period in the first paragraph of Article 1020.13(e)(2) shall not apply. The protection period shall end when curing is finished. For the third paragraph of Article 1020.13(e)(2), the decrease in temperature shall be according to Article 504.06(c)(6)."

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

"(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 1.2 m (4 ft) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3)."

Revise the first paragraph of Article 1020.13(c) of the Standard Specifications to read:

"Protection of Portland Cement Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 0 °C (32 °F), or lower, or if the actual temperature drops to 0 °C (32 °F), or lower, concrete less than 72 hours old shall be provided at least the following protection:"

Delete Article 1020.13(d) and Articles 1020.13(d)(1),(2),(3),(4) of the Standard Specifications.

Revise the first five paragraphs of Article 1020.13(e) of the Standard Specifications to read:

"Protection of Portland Cement Concrete Structures From Low Air Temperatures. When the official National Weather Service Forecast for the construction area predicts a low below 7 °C (45 °F), or if the actual temperature drops below 7 °C (45 °F), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. If winter construction is specified, the Contractor shall proceed with the construction, including concrete, excavation, pile driving, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced at no additional cost to the Department."

Add the following at the end of the third paragraph of Article 1020.13(e)(1) of the Standard Specifications:

"The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period."

Revise the second sentence of the first paragraph of Article 1020.13(e)(2) of the Standard Specifications to read:

"The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period."

Delete the last sentence of the first paragraph of Article 1020.13(e)(3) of the Standard Specifications.

Add the following Article to Section 1022 of the Standard Specifications:

1022.06 Cotton Mats. Cotton mats shall consist of a cotton fill material, minimum 400 g/sq m (11.8 oz/sq yd), covered with unsized cloth or burlap, minimum 200 g/sq m (5.9 oz/sq yd), and be tufted or stitched to maintain stability.

Cotton mats shall be in a condition satisfactory to the Engineer. Any tears or holes in the mats shall be repaired."

Add the following Article to Section 1022 of the Standard Specifications:

1022.07 Linseed Oil Emulsion Curing Compound. Linseed oil emulsion curing compound shall be composed of a blend of boiled linseed oil and high viscosity, heavy bodied linseed oil emulsified in a water solution. The curing compound shall meet the requirements of a Type I according to Article 1022.01, except the drying time requirement will be waived. The oil phase shall be 50 ± 4 percent by volume. The oil phase shall consist of 80 percent by mass (weight) boiled linseed oil and 20 percent by mass (weight) Z-8 viscosity linseed oil. The water phase shall be 50 ± 4 percent by volume."

Revise Article 1020.14 of the Standard Specifications to read:

1020.14 Temperature Control for Placement. Temperature control for concrete placement shall be according to the following.

- (a) **Temperature Control other than Structures.** The temperature of the concrete immediately before placement shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

Plastic concrete temperatures up to 35 °C (96 °F), as placed, may be permitted provided job site conditions permit placement and finishing without excessive use of water on and/or overworking of the surface. The occurrence within 24 hours of unusual surface distress shall be cause to revert to a maximum 32 °C (90 °F) plastic concrete temperature.

Concrete shall not be placed when the air temperature is below 5 °C (40 °F) and falling or below 2 °C (35 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

For pavement patching, refer to Article 442.06(e) for additional information on temperature control for placement.

- (b) **Temperature Control for Structures.** The temperature of the concrete, as placed in the forms, shall be a minimum of 10 °C (50 °F) and a maximum of 32 °C (90 °F). Aggregates and/or water shall be heated or cooled as necessary to produce concrete within these temperature limits. When insulated forms are used, the temperature of the concrete mixture shall not exceed 25 °C (80 °F). If the Engineer determines that heat of hydration might cause excessive temperatures in the concrete, the concrete shall be placed at a temperature between 10 °C (50 °F) and 15 °C (60 °F). When concrete is placed in contact with previously placed concrete, the temperature of the concrete may be increased as required to offset anticipated heat loss.

Concrete shall not be placed when the air temperature is below 7 °C (45 °F) and falling or below 4 °C (40 °F), without permission of the Engineer. When placing of concrete is authorized during cold weather, the Engineer may require the water and/or the aggregates to be heated to between 20 °C (70 °F) and 65 °C (150 °F). The aggregates may be heated by either steam or dry heat prior to being placed in the mixer. The apparatus used shall heat the mass uniformly and shall be so arranged as to preclude the possible occurrence of overheated areas which might damage the materials. No frozen aggregates shall be used in the concrete.

When the temperature of the plastic concrete reaches 30 °C (85 °F), an approved retarding admixture shall be used or the approved water reducing admixture in use shall have its dosage increased by 50 percent over the dosage recommended on the Department's Approved List of Concrete Admixtures for the temperature experienced. The amount of retarding admixture to be used will be determined by the Engineer. This requirement may be waived by the Engineer when fly ash compensated mixtures are used.

- (c) Temperature. The concrete temperature shall be determined according to ASTM C 1064."

80114

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

Effective: September 1, 2000

Revised: June 22, 2005

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 DBE Directory or most recent addendum.

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% 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% state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

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

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

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE firms 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. This 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 3 % 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 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 forth in this Special Provision:

- (a) The bidder documents that firmly committed 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 may consult the DBE Directory as a reference source for DBE companies certified by the Department. 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 web site at www.dot.state.il.us.

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

- (a) In order to assure the timely award of the contract, the as-read low bidder shall submit a Disadvantaged Business Utilization Plan on Department form SBE 2026 within seven (7) working days after the date of letting. To meet the seven (7) day requirement, the bidder may send the Plan by certified mail or delivery service within the seven (7) working day period. If a question arises concerning the mailing date of a 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 that the postmark or receipt date is affixed within the seven (7) working days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Plan is to be submitted 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). It is the responsibility of the bidder to obtain confirmation of telefax delivery. The Department will not accept a Utilization Plan if it does not meet the seven (7) 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 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 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. The signatures on these forms must be original signatures. All elements of information indicated on the said form shall be provided, including but not limited to the following:
 - (1) The name and address of each DBE to be used;
 - (2) A description, including pay item numbers, of the commercially useful work to be done by each DBE;
 - (3) The price to be paid to each DBE for the identified work specifically stating 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) A commitment statement signed by the bidder and each DBE evidencing availability and intent to perform commercially useful work on the project; and
 - (5) If the bidder is a joint venture comprised of DBE firms and non-DBE firms, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s).
- (d) The contract will not be awarded until the Utilization Plan submitted by the bidder is approved. The Utilization Plan will be approved by the Department if the Plan commits sufficient commercially useful DBE work performance to meet the contract goal. The Utilization Plan will not be approved by the Department if the Plan does not commit sufficient DBE performance to meet the contract goal unless the bidder documents that it made a good faith effort to meet the goal. The good faith procedures of Section VIII of this special provision apply. If the Utilization Plan is not approved because it is deficient in a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no less than a five (5) working day period in order to cure the deficiency.

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% 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 firm does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100% 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% 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 firm does not count toward the DBE goal.
- (d) DBE as a trucker: 100% 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 full value of all such DBE trucks operated using DBE employed drivers. Goal credit will be limited to the value of the reasonable fee or commission received by the DBE if trucks are leased from a non-DBE company.
- (e) DBE as a material supplier:
 - (1) 60% goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
 - (2) 100% goal credit for the cost of materials or supplies obtained from a DBE manufacturer.
 - (3) 100% credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

GOOD FAITH EFFORT PROCEDURES. If the bidder cannot obtain sufficient DBE commitments to meet the contract goal, the bidder must document in the Utilization Plan the good faith efforts made in the attempt 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 could reasonably be expected to obtain sufficient DBE participation. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts are not good faith efforts; rather, the bidder is expected to have taken those 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.

- (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 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 a good faith effort has not been made, the Department will notify the bidder of that preliminary determination by contacting the responsible company official designated in the Utilization Plan. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the bidder could take. The notification will designate a five (5) working day period during which the bidder shall take additional efforts. The bidder is not limited by a statement of additional efforts, but may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The bidder shall submit an amended Utilization Plan if additional DBE commitments to meet the contract goal are secured. If additional DBE commitments sufficient to meet the contract goal are not secured, the bidder shall report the final good faith efforts made in the time allotted. All additional efforts taken by the bidder will be considered as part of the bidder's good faith efforts. If the bidder is not able to meet the goal after taking additional efforts, the Department will make a pre-final determination of the good faith efforts of the bidder and will notify the designated responsible company official of the reasons for an adverse determination.
- (c) The bidder may request administrative reconsideration of a pre-final determination adverse to the bidder within the five (5) working days after 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 pre-final determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered a consent by the bidder to extend the time for award. 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 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 (10) working days after receipt of the request for reconsideration, 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.

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 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.

- (a) 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) All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement. The Contractor shall not terminate for convenience a DBE listed in the Utilization Plan and then perform the work of the terminated DBE with its own forces, those of an affiliate or those of another subcontractor, whether DBE or not, without first obtaining the written consent of the Bureau of Small Business Enterprises to amend the Utilization Plan. If a DBE listed in the Utilization Plan is terminated for reasons other than convenience, or fails to complete its work on the contract for any reason, the Contractor shall make good faith efforts to find another DBE to substitute for the terminated DBE. The good faith efforts shall be

directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, but only to the extent needed to meet the contract goal or the amended contract goal. The Contractor shall notify the Bureau of Small Business Enterprises of any termination for reasons other than convenience, and shall obtain approval for inclusion of the substitute DBE in the Utilization Plan. If good faith efforts following a termination of a DBE for cause are not successful, the Contractor shall contact the Bureau and provide a full accounting of the efforts undertaken to obtain substitute DBE participation. The Bureau will evaluate the good faith efforts in light of all circumstances surrounding the performance status of the contract, and determine whether the contract goal should be amended.

- (c) 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 therefor to the DBE by the Contractor, but not later than thirty (30) 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 Report on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the Report 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 Plan, the Department will deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages.
- (d) 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.
- (e) 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.

EROSION AND SEDIMENT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2001

Revised: November 1, 2001

When the Engineer is notified or determines an erosion and/or sediment control deficiency(s) exists, he/she will direct the Contractor in writing to correct the deficiency. The Contractor shall then correct the deficiency within 24 hours. The deficiency may be any lack of repair, maintenance, or implementation of erosion and/or sediment control devices included in the contract, or any failure to comply with the conditions of the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit for Construction Site Activities.

If the Contractor fails to correct the deficiency(s) within 24 hours, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The time period will begin with the initial written notification to the Contractor and end with the Engineer's acceptance of the corrected work. The per calendar day deduction will be either \$1000.00 or 0.05 percent of the awarded contract value, whichever is greater.

If the Contractor fails to respond, the Engineer may correct the deficiencies and deduct the cost from monies due or which may become due the Contractor. This corrective action shall in no way relieve the Contractor of his/her contractual requirements or responsibilities.

80055

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revised: January 1, 2006

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-2004 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. Flaggers shall be illuminated by an overhead light source providing a minimum vertical illuminance of 108 lux (10 fc) measured 300 mm (1 ft) out from the flagger's chest. The bottom of any luminaire shall be a minimum of 3 m (10 ft) above the pavement. Luminaire(s) shall be shielded to minimize glare to approaching traffic and trespass light to adjoining properties.

The flagger vest shall be a fluorescent orange or fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 3 garments."

80101

MULCHING SEEDED AREAS (BDE)

Effective: January 1, 2005

Delete Article 251.02(a) of the Standard Specifications.

Add the following to Article 251.02 of the Standard Specifications:

“(h) Compost 1081.05(b)”

Delete Article 251.03(b)(1) of the Standard Specifications.

Add the following to Article 251.03 of the Standard Specifications:

“(d) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 50 mm (2 in.)”

Revise the first sentence of the first paragraph of Article 251.06(b) of the Standard Specifications to read:

“Mulch Methods 1, 2, 3, and 4 will be measured for payment in hectares (acres) of surface area mulched.”

Revise Article 251.07 of the Standard Specifications to read:

“251.07 Basis of Payment. This work will be paid for at the contract unit price per hectare (acre) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; or MULCH, METHOD 4; and at the contract unit price per square meter (square yard) for EROSION CONTROL BLANKET or HEAVY DUTY EROSION CONTROL BLANKET.”

Add the following after the second paragraph of Article 1081.05(b) of the Standard Specifications:

“Chemical Compost Binder. Chemical compost binder shall be a commercially available product specifically recommended by the manufacturer for use as a compost stabilizer.

The compost binder shall be nonstaining and nontoxic to vegetation and the environment. It shall disperse evenly and rapidly and remain in suspension when agitated in water.

Prior to use of the compost binder, the Contractor shall submit a notarized certification by the manufacturer stating that it meets these requirements. Chemical compost binder shall be packaged, stored, and shipped according to the manufacturer's recommendations with the net quantity plainly shown on each package or container.”

PARTIAL PAYMENTS (BDE)

Effective: September 1, 2003

Revise Article 109.07 of the Standard Specifications to read:

"109.07 Partial Payments. Partial payments will be made as follows:

- (a) **Progress Payments.** At least once each month, the Engineer will make a written estimate of the amount 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.

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

- (b) **Material Allowances.** At the discretion of the Department, payment may be made for materials, prior to their use in the work, when satisfactory evidence is presented by the Contractor. Satisfactory evidence includes justification for the allowance (to expedite the work, meet project schedules, regional or national material shortages, etc.), documentation of material and transportation costs, and evidence that such material is properly stored on the project or at a secure location acceptable and accessible to the Department.

Material allowances will be considered only for nonperishable materials when the cost, including transportation, exceeds \$10,000 and such materials are not expected to be utilized within 60 days of the request for the allowance. For contracts valued under \$500,000, the minimum \$10,000 requirement may be met by combining the principal (material) product of no more than two contract items. An exception to this two item limitation may be considered for any contract regardless of value for items in which material (products) are similar except for type and/or size.

Material allowances shall not exceed the value of the contract items in which used and shall not include the cost of installation or related markups. Amounts paid by the Department for material allowances will be deducted from estimates due the Contractor as the material is used. Two-sided copies of the Contractor's cancelled checks for materials and transportation must be furnished to the Department within 60 days of payment of the allowances or the amounts will be reclaimed by the Department."

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section

| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022

PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: August 10, 2005

FEDERAL AID CONTRACTS. Add the following State of Illinois requirements to the Federal requirements contained in Section V of Form FHWA-1273:

"The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

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

"IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

1. **Prevailing Wages.** All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
2. **Payroll Records.** The Contractor and each subcontractor shall make and keep, for a period of three years from the date of completion of this contract, records of the wages paid to his/her workers. The payroll records shall include each worker's name, address, telephone number, social security number, classification, rate of pay, number of hours worked each day, starting and ending times of work each day, total hours worked each week, itemized deductions made, and actual wages paid. Upon two business days' notice, these records shall be available, at all reasonable hours at a location within the State, for inspection by the Department or the Department of Labor.
3. **Submission of Payroll Records.** The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor which avers that: (i) such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class B misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

80155

PERSONAL PROTECTIVE EQUIPMENT (BDE)

Effective: July 1, 2004

All personnel, excluding flaggers, working outside of a vehicle (car or truck) within 7.6 m (25 ft) of pavement open to traffic shall wear a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments. Other types of garments may be substituted for the vest as long as the garments have manufacturers tags identifying them as meeting the ANSI Class 2 requirement.

80130

PORTLAND CEMENT (BDE)

Effective: January 1, 2005

Revised: November 1, 2005

Add the following paragraph after the last paragraph of Article 1001.01 of the Standard Specifications.

"For portland cement according to ASTM C 150, the bill of lading shall state if limestone has been added. The bill of lading shall also state that the limestone addition is not in excess of five percent by mass (weight) of the cement."

80139

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

"The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

"The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

"The nonagitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks"."

80083

SEEDING AND SODDING (BDE)

Effective: July 1, 2004

Revised: August 1, 2005

Revise Class 1A and 2A seeding mixtures shown in Table 1 of Article 250.07 of the Standard Specifications to read:

"Table 1 - SEEDING MIXTURES		
Class – Type	Seeds	kg/hectare (lb/acre)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (20)
	Rescue 911 Hard Fescue	20 (20)
	Fulfs Salt Grass*	70 (60)
2A Salt Tolerant Roadside Mixture 7/	Alfa Fescue or Ky 31	70 (60)
	Perennial Ryegrass	20 (20)
	Audubon Red Fescue	20 (30)
	Rescue 911 Hard Fescue	20 (30)
	Fulfs Salt Grass 1/	70 (60)"

Revise Note 7 of Article 250.07 of the Standard Specifications to read:

"Note 7. In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after one growing season. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After one growing season, areas not sustaining 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at the Contractor's expense."

Add the following sentence to Article 252.04 of the Standard Specifications:

"Sod shall not be placed during the months of July and August."

Revise the first paragraph of Article 252.08 of the Standard Specifications to read:

"252.08 Sod Watering. Within two hours after the sod has been placed, water shall be applied at a rate of 25 L/sq m (5 gal/sq yd). Additional water shall be applied every other day at a rate of 15 L/sq m (3 gal/sq yd) for a total of 15 additional waterings. During periods exceeding 26 °C (80 °F) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer."

Revise Article 252.09 of the Standard Specifications to read:

"252.09 Supplemental Watering. During periods exceeding 26 °C (80 °F) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice."

Revise the first and third paragraphs of Article 252.12 of the Standard Specifications to read:

"252.12 Method of Measurement. Sodding will be measured for payment in place and the area computed in square meters (square yards). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced and watered by the Contractor at his/her own expense."

"Supplemental watering will be measured for payment in units of 1000 L (1000 gal) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering."

Replace the first paragraph of Article 252.13 of the Standard Specifications with the following:

"252.13 Basis of Payment. Sodding will be paid for at the contract unit price per square meter (square yard) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid."

Revise Article 1081.03(b) of the Standard Specifications to read:

"(b) Salt Tolerant Sod.

Variety	Percent by Weight
Buffalo Grass	30%
Buchloe Dactyloides	
Amigo Fineleaf Tall Fescue	20%
Audubon Red Fescue	15%
Rescue 911 Hard Fescue	15%
Rugby Kentucky Bluegrass	5%
Fults Pucinnellia Distans	15%"

Revise Table II of Article 1081.04(c)(6) of the Standard Specifications to read:

TABLE II						
Variety of Seeds	Hard Seed Percent Maximum	Purity Percent Minimum	Pure, Live Seed Percent Minimum	Weed Percent Maximum	Secondary Noxious Weeds No. per kg (oz) Max. Permitted*	Remarks
Alfalfa	20	92	89	0.50	211 (6)	1/
Brome Grass	-	90	75	0.50	175 (5)	-
Clover, Alsike	15	92	87	0.30	211 (6)	2/
Clover, Crimson	15	92	83	0.50	211 (6)	-
Clover, Ladino	15	92	87	0.30	211 (6)	-
Clover, Red	20	92	87	0.30	211 (6)	-
Clover, White Dutch	30	92	87	0.30	211 (6)	3/
Audubon Red Fescue	0	97	82	0.10	105 (3)	-
Fescue, Alta or Ky. 31	-	97	82	1.00	105 (3)	-
Fescue, Creeping Red	-	97	82	1.00	105 (3)	-
Fults Salt Grass	0	98	85	0.10	70 (2)	-
Kentucky Bluegrass	-	97	80	0.30	247 (7)	5/
Lespedeza, Korean	20	92	84	0.50	211 (6)	3/
Oats	-	92	88	0.50	70 (2)	4/
Orchard Grass	-	90	78	1.50	175 (5)	4/
Redtop	-	90	78	1.80	175 (5)	4/
Ryegrass, Perennial, Annual	-	97	85	0.30	175 (5)	4/
Rye, Grain, Winter	-	92	83	0.50	70 (2)	4/
Rescue 911 Hard Fescue	0	97	82	0.10	105 (3)	-
Timothy	-	92	84	0.50	175 (5)	4/
Vetch, Crown	30	92	67	1.00	211 (6)	3/ & 6/
Vetch, Spring	30	92	88	1.00	70 (2)	4/
Vetch, Winter	15	92	83	1.00	105 (3)	4/
Wheat, hard Red Winter	-	92	89	0.50	70 (2)	4/

80131

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting in accordance with Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

80143

SUBGRADE PREPARATION (BDE)

Effective: November 1, 2002

Revise the tenth paragraph of Article 301.03 of the Standard Specifications to read:

“Equipment of such weight, or used in such a way as to cause a rut in the finished subgrade of 13 mm (1/2 in.) or more in depth, shall be removed from the work or the rutting otherwise prevented.”

80086

TEMPORARY EROSION CONTROL (BDE)

Effective: November 1, 2002

Revise the fifth sentence of the third paragraph of Article 280.04(a) of the Standard Specifications to read:

"This work may be constructed of hay or straw bales, extruded UV resistant high density polyethylene panels, erosion control blanket, mulch barrier, aggregate barriers, excavation, seeding, or mulch used separately or in combination, as approved, by the Engineer."

Add the following paragraphs after the fifth paragraph of Article 280.04(a) of the Standard Specifications.

"A ditch check constructed of extruded, UV resistant, high density polyethylene panels, "M" pins and erosion control blanket shall consist of the following materials:

Extruded, UV resistant, high density polyethylene panels shall have a minimum height of 250 mm (10 in.) and minimum length of 1.0 m (39.4 in.). The panels shall have a 51 mm (2 in.) lip along the bottom of the panel. Each panel shall have a single rib thickness of 4 mm (5/32 in.) with a 12 mm (1/2 in.) distance between the ribs. The panels shall have an average apparent opening size equal to 4.75 mm (No. 4) sieve, with an average of 30 percent open area. The tensile strength of each panel shall be 26.27 kN/m (1800 lb/ft) in the machine direction and 7.3 kN/m (500 lb/ft) in the transverse direction when tested according to ASTM D 4595.

"M" pins shall be at least 76 mm (3 in.) by 686 mm (27 in.), constructed out of deformed grade C1008 D3.5 rod (0.211 in. diameter). The rod shall have a minimum tensile strength of 55 MPa (8000 psi).

Erosion control blanket shall conform to Article 251.04.

A section of erosion control blanket shall be placed transverse to the flowline direction of the ditch prior to the construction of the polyethylene ditch check. The length of the section shall extend from the top of one side of the ditch to the top of the opposite side of the ditch, while the width of the section shall be one roll width of the blanket. The upstream edge of the erosion control blanket shall be secured in a 100 mm (4 in.) trench. The blanket shall be secured in the trench with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge before the trench is backfilled. Once the upstream edge of the blanket is secured, the downstream edge shall be secured with 200 mm (8 in.) staples placed at 300 mm (1 ft) intervals along the edge. The polyethylene ditch check shall be installed in the middle of the erosion control blanket, with the lip of each panel facing outward.

The ditch check shall consist of two panels placed back to back forming a single row. Placement of the first two panels shall be at the toe of the backslope or sideslope, with the panels extending across the bottom of the ditch. Subsequent panels shall extend both across the bottom of the ditch and up the opposite sideslope, as well as up the original backslope or sideslope at the distance determined by the Engineer.

The M pins shall be driven through the panel lips to secure the panels to the ground. M pins shall be installed in the center of the panels with adjacent panels overlapping the ends a minimum of 50 mm (2 in.). The pins shall be placed through both sets of panels at each overlap. They shall be installed at an interval of three M pins per one meter (39 in.) length of ditch check. The panels shall be wedged into the M pins at the top to ensure firm contact between the entire bottom of the panels and the soil."

80087

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2005

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

A deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A deficiency may also be applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If the Contractor fails to correct a deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater. For those deficiencies where corrective action was not an option this monetary deduction will be immediate.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

57291

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
B = Net weight shown on delivery ticket
C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

80048

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: November 1, 2004

Add the following to Article 702.01 of the Standard Specifications:

"All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for either Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device."

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

"Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes."

Add the following to Article 702.03 of the Standard Specifications:

"(h) Vertical Barricades. Vertical barricades may be used in lieu of cones, drums or Type II barricades to channelize traffic."

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

"When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. "ROAD CONSTRUCTION AHEAD" signs will also be required on side roads located within the limits of the mainline "ROAD CONSTRUCTION AHEAD" signs."

Delete all references to "Type 1A barricades" and "wing barricades" throughout Section 702 of the Standard Specifications.

80097

WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within **35** working days.

80071

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4 and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. Selection of Labor: During the performance of this contract, the contractor shall not:

- a. Discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. Employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

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 and 41 CFR 60 (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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job-training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for an must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 employees referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish which such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 quailifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA 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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the

contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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 question, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not

listed on the wage determination unless the Administrator of the

be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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

Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which cases such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV. 2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainee's 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall; upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period).

The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V.

This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U/S. C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for

inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all federal-aid contracts on the national highway system, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

- a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
- b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

- a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.
- 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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both.”

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more).

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of

any communication from the Director, Office of Federal Activities, EPA indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a 3-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;
- c. 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 1b of this certification; and
- d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- 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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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.
- 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 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 dealing.
- 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 Covered Transactions:

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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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

NOTICE

The most current **General Wage Determination Decisions** (wage rates) are available on the IDOT web site. They are located on the Letting and Bidding page at <http://www.dot.il.gov/desenv/delett.html>.

In addition, ten (10) days prior to the letting, the applicable Federal wage rates will be e-mailed to subscribers. It is recommended that all contractors subscribe to the Federal Wage Rates List or the Contractor's Packet through IDOT's subscription service.

PLEASE NOTE: if you have already subscribed to the Contractor's Packet you will automatically receive the Federal Wage Rates.

The instructions for subscribing are at <http://www.dot.il.gov/desenv/subsc.html>.

If you have any questions concerning the wage rates, please contact IDOT's Chief Contract Official at 217-782-7806.