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 that 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.

RETURN WITH BID

96

Proposal Submitted By
Name
Address
City

Letting January 20, 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. 91353
COLES County
Section 99-00124-02-PV
Route FAS 642 (Ch 18)
Project HPD-1037(3)
District 5 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

Checked by F

(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.

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 CD-ROMS	217/782-7806

RETURN WITH BID

Illinois Department of Transportation

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. 91353
COLES County
Section 99-00124-02-PV
Project HPD-1037(3)
Route FAS 642 (Ch 18)
District 5 Construction Funds

The projects consists of the construction of a diamond interchange with FAI Route 57 and the construction of a two-lane roadway with open ditch drainage from Township Road 700E to 900E including electrical work, earth excavation, furnishing and erecting precast prestressed concrete bulb t-beams 63", PCC pavement, bridge approach work all other incidental work to complete the project in Coles County.

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.

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:

Amount of Bid			Proposal Guaranty	Amount of Bid			Proposal Guaranty
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)

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-95-030-98
PPS NBR - 5-01100-0100

COUNTY NAME	CODE	DIST	SECTION NUMBER	PROJECT NUMBER	ROUTE
COLES	029	07	99-00124-02-PV	HPD-1037/003/000	FAS 642

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
F30180Y2	SD-TAXODIUM DIS 2YBR	UNIT	109.000	X			=		
G20050Y2	SD-CORNUS SERIC 2YBR	UNIT	2,021.000	X			=		
XX002162	PART REM OF EX STRUCT	EACH	2.000	X			=		
XX003503	FLARED END SEC REM	EACH	4.000	X			=		
XX004350	TRANSVERSE DRAINS COM	EACH	4.000	X			=		
XX006418	GRAT PCBC ES 8.0X4.0	EACH	6.000	X			=		
XZ193300	SURVEY MARKER T1 SPL	EACH	6.000	X			=		
X0301512	GDRL AGG EROS CONT	TON	194.000	X			=		
X0301766	DRILL-GROUT #6 T-BAR	EACH	1,915.000	X			=		
X0322903	SAW CUTTING (FD)	FOOT	3,868.000	X			=		
X0324548	PCBC END SEC 6X3	EACH	6.000	X			=		
X0336910	PCBC END SEC 8X4	EACH	6.000	X			=		
X0728700	GRAT BOX CUL 6X3	EACH	4.000	X			=		
X4066490	BCSC SUPER IL9.5L LE	TON	529.000	X			=		
X4073041	BIT C PVT FD SUP 8	SQ YD	3,751.000	X			=		

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 91353

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
X4073101	BIT C PVT FD SUP 11	SQ YD	16,305.000	X			=		
X6063600	COMB CC&G TM4.24	FOOT	104.000	X			=		
X6064201	COMB CC&G TM4.06	FOOT	4,763.000	X			=		
X7011005	TR CONT-PROT TEMP DET	L SUM	1.000	X			=		
Z0000990	AGG FOR TEMP ACCESS	TON	50.000	X			=		
Z0002600	BAR SPLICERS	EACH	122.000	X			=		
Z0002750	BARRICADES TYPE 3	EACH	4.000	X			=		
Z0030090	IMP ATTEN SU WID TL3	EACH	2.000	X			=		
Z0030900	INSPECTION WELLS	EACH	140.000	X			=		
Z0038700	PERMNT BENCH MARKS	EACH	1.000	X			=		
Z0054500	ROCK FILL	TON	29,689.000	X			=		
Z0065100	SETTLEMENT PLATFORMS	EACH	1.000	X			=		
20100110	TREE REMOV 6-15	UNIT	183.000	X			=		
20100210	TREE REMOV OVER 15	UNIT	329.000	X			=		
20100500	TREE REMOV ACRES	ACRE	1.400	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
20200100	EARTH EXCAVATION	CU YD	66,772.000	X			=		
20400800	FURNISHED EXCAV	CU YD	440,170.000	X			=		
20700400	POROUS GRAN EMB SPEC	CU YD	415.000	X			=		
21301052	EXPLOR TRENCH 52	FOOT	23,163.000	X			=		
25000200	SEEDING CL 2	ACRE	22.000	X			=		
25000210	SEEDING CL 2A	ACRE	61.500	X			=		
25000300	SEEDING CL 3	ACRE	1.000	X			=		
25000314	SEEDING CL 4B	ACRE	2.100	X			=		
25000320	SEEDING CL 5	ACRE	10.700	X			=		
25000350	SEEDING CL 7	ACRE	100.900	X			=		
25000400	NITROGEN FERT NUTR	POUND	8,758.000	X			=		
25000500	PHOSPHORUS FERT NUTR	POUND	8,758.000	X			=		
25000600	POTASSIUM FERT NUTR	POUND	8,758.000	X			=		
25000700	AGR GROUND LIMESTONE	TON	194.600	X			=		
25000750	MOWING	ACRE	100.900	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
25100115	MULCH METHOD 2	ACRE	84.500	X			=		
25100125	MULCH METHOD 3	ACRE	12.800	X			=		
25100630	EROSION CONTR BLANKET	SQ YD	8,903.000	X			=		
28000300	TEMP DITCH CHECKS	EACH	96.000	X			=		
28000400	PERIMETER EROS BAR	FOOT	19,091.000	X			=		
28000500	INLET & PIPE PROTECT	EACH	28.000	X			=		
28100105	STONE RIPRAP CL A3	SQ YD	327.000	X			=		
28100107	STONE RIPRAP CL A4	SQ YD	714.000	X			=		
28100109	STONE RIPRAP CL A5	SQ YD	98.000	X			=		
28200200	FILTER FABRIC	SQ YD	1,139.000	X			=		
30200650	PROCESS MOD SOIL 12	SQ YD	77,995.000	X			=		
30201500	LIME	TON	1,754.900	X			=		
35100300	AGG BASE CSE A 4	SQ YD	46,912.000	X			=		
35100400	AGG BASE CSE A 5	SQ YD	113.000	X			=		
35100900	AGG BASE CSE A 10	SQ YD	3,146.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
35101400	AGG BASE CSE B	TON	1,750.000	X			=		
40200800	AGG SURF CSE B	TON	178.000	X			=		
40600100	BIT MATLS PR CT	GALLON	3,971.000	X			=		
40600895	CONSTRUC TEST STRIP	EACH	1.000	X			=		
40800010	BIT MATLS PR CT	GALLON	56.300	X			=		
40800030	AGG PR CT	TON	1.000	X			=		
40800040	INCIDENTAL BIT SURF	TON	19.000	X			=		
42000301	PCC PVT 8 JOINTED	SQ YD	20,636.000	X			=		
42000411	PCC PVT 9 1/2 JOINTD	SQ YD	20,745.000	X			=		
42001300	PROTECTIVE COAT	SQ YD	55,461.000	X			=		
42001400	BR APPROACH PAVT SPL	SQ YD	416.000	X			=		
42001420	BR APPR PVT CON (PCC)	SQ YD	60.000	X			=		
44005000	STAB SHOULDER REMOV	SQ YD	4,254.000	X			=		
48100100	AGGREGATE SHLDS A	TON	1,245.000	X			=		
48101500	AGGREGATE SHLDS B 6	SQ YD	8,606.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
48202600	BIT SHLD SUPER 8	SQ YD	10,726.000	X			=		
48202800	BIT SHLD SUPER 10	SQ YD	344.000	X			=		
48300300	PCC SHOULDERS 8	SQ YD	78.000	X			=		
48300410	PCC SHOULDERS 9 1/2	SQ YD	10,104.000	X			=		
50105220	PIPE CULVERT REMOV	FOOT	270.000	X			=		
50200100	STRUCTURE EXCAVATION	CU YD	613.000	X			=		
50300225	CONC STRUCT	CU YD	198.400	X			=		
50300255	CONC SUP-STR	CU YD	578.300	X			=		
50300260	BR DECK GROOVING	SQ YD	1,002.000	X			=		
50300300	PROTECTIVE COAT	SQ YD	1,628.000	X			=		
50400735	F&E PPC BULB T-BM 63	FOOT	2,178.500	X			=		
50800105	REINFORCEMENT BARS	POUND	5,420.000	X			=		
50800205	REINF BARS, EPOXY CTD	POUND	151,240.000	X			=		
51100100	SLOPE WALL 4	SQ YD	690.000	X			=		
51201600	FUR STL PILE HP12X53	FOOT	3,574.000	X			=		

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 91353

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
51202700	DRIVE STL PILE	FOOT	3,574.000	X			=		
51203600	TEST PILE ST HP12X53	EACH	3.000	X			=		
51500100	NAME PLATES	EACH	1.000	X			=		
54003000	CONC BOX CUL	CU YD	31.800	X			=		
54010603	PCBC 6X3	FOOT	357.000	X			=		
54020603	PCBC 6X3 (M273)	FOOT	76.000	X			=		
54020804	PCBC 8X4 (M273)	FOOT	270.000	X			=		
54200427	P CUL 1 RCCP 12	FOOT	191.000	X			=		
54200430	P CUL 1 RCCP 15	FOOT	234.000	X			=		
54200439	P CUL 1 RCCP 24	FOOT	8.000	X			=		
54200451	P CUL 1 RCCP 36	FOOT	925.000	X			=		
54207789	P CUL 1 CS/A EQ RS 24	FOOT	421.000	X			=		
54207801	P CUL 1 CS/A EQ RS 36	FOOT	183.000	X			=		
54213657	PRC FLAR END SEC 12	EACH	2.000	X			=		
54213660	PRC FLAR END SEC 15	EACH	6.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
54213669	PRC FLAR END SEC 24	EACH	1.000	X			=		
54213681	PRC FLAR END SEC 36	EACH	23.000	X			=		
54215547	MET END SEC 12	EACH	18.000	X			=		
54215769	MET END SEC EQV RS 24	EACH	22.000	X			=		
54215781	MET END SEC EQV RS 36	EACH	8.000	X			=		
54247170	GRATING-C FL END S 36	EACH	3.000	X			=		
550A0050	STORM SEW CL A 1 12	FOOT	392.000	X			=		
550A0120	STORM SEW CL A 1 24	FOOT	102.000	X			=		
60100060	CONC HDWL FOR P DRAIN	EACH	58.000	X			=		
60100915	PIPE DRAINS 6	FOOT	150.000	X			=		
60100925	PIPE DRAINS 8	FOOT	150.000	X			=		
60100935	PIPE DRAINS 10	FOOT	150.000	X			=		
60100945	PIPE DRAINS 12	FOOT	1,553.000	X			=		
60100955	PIPE DRAINS 15	FOOT	75.000	X			=		
60101005	PIPE DRAINS 27	FOOT	75.000	X			=		

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 91353

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
60107600	PIPE UNDERDRAINS 4	FOOT	14,419.000	X			=		
60108100	PIPE UNDERDRAIN 4 SP	FOOT	1,089.000	X			=		
60218400	MAN TA 4 DIA T1F CL	EACH	2.000	X			=		
60219550	MAN TA 4 DIA T37G	EACH	2.000	X			=		
60234200	INLETS TA T1F OL	EACH	6.000	X			=		
60236900	INLETS TA T12F&G	EACH	4.000	X			=		
60240315	INLETS TB T12F&G	EACH	2.000	X			=		
60403400	GRATES TA	EACH	8.000	X			=		
60600095	CLASS SI CONC OUTLET	CU YD	16.000	X			=		
60605000	COMB CC&G TB6.24	FOOT	404.000	X			=		
60614600	PAVED DITCH SPEC	FOOT	350.000	X			=		
60618300	CONC MEDIAN SURF 4	SQ FT	23,149.000	X			=		
60624600	CORRUGATED MED	SQ FT	1,654.000	X			=		
60900315	TY D INLET BOX 609006	EACH	4.000	X			=		
60900515	CONC THRUST BLOCKS	EACH	18.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
61000115	TY E INLET BOX 610001	EACH	6.000	X			=		
61100605	MISC CONCRETE	CU YD	35.000	X			=		
61101005	STORM SEW PROT A 4	FOOT	2,000.000	X			=		
61101007	STORM SEW PROT A 6	FOOT	2,000.000	X			=		
61101009	STORM SEW PROT A 8	FOOT	2,000.000	X			=		
61101011	STORM SEW PROT A 10	FOOT	1,500.000	X			=		
61101013	STORM SEW PROT A 12	FOOT	150.000	X			=		
61101026	STORM SEW PROT A 24	FOOT	150.000	X			=		
61133100	FLD TILE JUN VAULT 2D	EACH	5.000	X			=		
63000000	SPBGR TY A	FOOT	1,387.500	X			=		
63100045	TRAF BAR TERM T2	EACH	2.000	X			=		
63100085	TRAF BAR TERM T6	EACH	4.000	X			=		
63100167	TR BAR TRM T1 SPL TAN	EACH	5.000	X			=		
63200310	GUARDRAIL REMOV	FOOT	404.000	X			=		
63500105	DELINEATORS	EACH	101.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
63500310	REM & REIN DELINEATOR	EACH	10.000	X			=		
66101120	BIT SHLD CURB	FOOT	1,224.000	X			=		
66201120	CONC SHLD CURB	FOOT	90.000	X			=		
66500105	WOV W FENCE 4	FOOT	10,759.000	X			=		
66502300	WOV W FENCE REMOV	FOOT	7,693.000	X			=		
66600105	FUR ERECT ROW MARKERS	EACH	96.000	X			=		
67000400	ENGR FIELD OFFICE A	CAL MO	24.000	X			=		
67000600	ENGR FIELD LAB	CAL MO	16.000	X			=		
67100100	MOBILIZATION	L SUM	1.000	X			=		
70100700	TRAF CONT-PROT 701406	L SUM	1.000	X			=		
70100800	TRAF CONT-PROT 701401	L SUM	1.000	X			=		
70103800	TRAF CONTROL SPL	L SUM	1.000	X			=		
70103815	TR CONT SURVEILLANCE	CAL DA	200.000	X			=		
72000100	SIGN PANEL T1	SQ FT	379.900	X			=		
72000200	SIGN PANEL T2	SQ FT	262.800	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
72000300	SIGN PANEL T3	SQ FT	1,007.000			X =		
72400330	REMOV SIGN PANEL T3	SQ FT	96.000			X =		
72700100	STR STL SIN SUP BA	POUND	8,394.000			X =		
72900100	METAL POST TY A	FOOT	26.000			X =		
72900200	METAL POST TY B	FOOT	56.000			X =		
73000100	WOOD SIN SUPPORT	FOOT	1,415.000			X =		
73400200	DRILL SHAFT CONC FDN	CU YD	17.800			X =		
73700100	REM GR-MT SIN SUPPORT	EACH	2.000			X =		
73700200	REM CONC FDN-GR MT	EACH	2.000			X =		
78000200	THPL PVT MK LINE 4	FOOT	14,864.000			X =		
78005100	EPOXY PVT MK LTR-SYM	SQ FT	320.000			X =		
78005110	EPOXY PVT MK LINE 4	FOOT	40,709.000			X =		
78005140	EPOXY PVT MK LINE 8	FOOT	1,594.000			X =		
78005150	EPOXY PVT MK LINE 12	FOOT	951.000			X =		
78005180	EPOXY PVT MK LINE 24	FOOT	72.000			X =		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
78100100	RAISED REFL PAVT MKR	EACH	123.000	X			=		
78200100	MONODIR PRIS BAR REFL	EACH	32.000	X			=		
78201000	TERMINAL MARKER - DA	EACH	5.000	X			=		
78300400	TH-PL PAVT MK REMOV	SQ FT	1,039.000	X			=		
80400100	ELECT SERV INSTALL	EACH	1.000	X			=		
81014600	CON T 2 IM	FOOT	193.000	X			=		
81014800	CON T 3 IM	FOOT	80.000	X			=		
81020500	CON P 2 IM	FOOT	150.000	X			=		
81500200	TR & BKFIL F ELECT WK	FOOT	5,600.000	X			=		
81600315	UD 2#6XLP 1#6XLPG 1P	FOOT	5,992.000	X			=		
82103900	LUM SV MM 250W	EACH	10.000	X			=		
82500520	LT CONT CBRCS 60-480	EACH	1.000	X			=		
83052600	LT P F AB 45MH TEN MT	EACH	6.000	X			=		
83052800	LT P F BDE 45MH TN MT	EACH	2.000	X			=		
83600355	LP F M 15BC 8" X 6'	EACH	6.000	X			=		

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY		UNIT PRICE DOLLARS	UNIT PRICE CENTS		TOTAL PRICE DOLLARS	TOTAL PRICE CTS
83600357	LP F M 15BC 8" X 8'	EACH	2.000	X			=		
83800650	BKWY DEV COU SS SCRN	EACH	32.000	X			=		
						TOTAL	$		

NOTE:

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

2. THE UNIT PRICE SHALL GOVERN IF NO TOTAL PRICE IS SHOWN OR IF THERE IS A DISCREPANCY BETWEEN THE PRODUCT OF THE UNIT PRICE MULTIPLIED BY THE QUANTITY.

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

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

RETURN WITH BID

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

I. GENERAL

A. Article 50 of the 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.

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.

(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:

_____

_____

RETURN WITH BID/OFFER

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. _____
_____

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 71/2% 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 statues of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___No __

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ___No __

RETURN WITH BID/OFFER

(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: _____ _____
Signature of Individual or Authorized Representative Date

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

RETURN WITH BID

SPECIAL NOTICE TO CONTRACTORS

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

CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

(a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.

(b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.

(c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.

RETURN WITH BID

Illinois Department of Transportation

Contract No. 91353
COLES County
Section 99-00124-02-PV
Project HPD-1037(3)
Route FAS 642 (Ch 18)
District 5 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													TABLE B: CURRENT EMPLOYEES TO BE ASSIGNED TO CONTRACT			
			MINORITY EMPLOYEES						TRAINEES							
JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.		APPREN-TICES		ON THE JOB TRAINEES		TOTAL EMPLOYEES		MINORITY EMPLOYEES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI-SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C

TOTAL Training Projection for Contract								
EMPLOYEES IN TRAINING	TOTAL EMPLOYEES		BLACK		HISPANIC		*OTHER MINOR.	
	M	F	M	F	M	F	M	F
APPRENTICES								
ON THE JOB TRAINEES								

FOR DEPARTMENT USE ONLY

*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

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company _____ Telephone Number _____

_____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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

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

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

RETURN WITH BID

ADDITIONAL FEDERAL REQUIREMENTS

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

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

B. CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:

1. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause. YES _____ NO _____

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

RETURN WITH BID

Contract No. 91353
COLES County
Section 99-00124-02-PV
Project HPD-1037(3)
Route FAS 642 (Ch 18)
District 5 Construction Funds

PROPOSAL SIGNATURE SHEET

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

Firm Name _____

(IF AN INDIVIDUAL) Signature of Owner _____

Business Address _____

_____

Firm Name _____

By _____

(IF A CO-PARTNERSHIP) Business Address _____

_____
Name and Address of All Members of the Firm:

_____ _____

Corporate Name _____

By _____
Signature of Authorized Representative

(IF A CORPORATION)

_____
Typed or printed name and title of Authorized Representative

Attest _____
Signature

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

Corporate Name _____

By _____
Signature of Authorized Representative

(IF A JOINT VENTURE)

_____
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

Illinois Department of Transportation

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 _____

_____ as SURETY, are 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)	_____ (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

Illinois Department of Transportation

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. 91353
COLES County
Section 99-00124-02-PV
Project HPD-1037(3)
Route FAS 642 (Ch 18)
District 5 Construction Funds

Illinois Department of Transportation

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., January 20, 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. 91353
   COLES County
   Section 99-00124-02-PV
   Project HPD-1037(3)
   Route FAS 642 (Ch 18)
   District 5 Construction Funds

The projects consists of the construction of a diamond interchange with FAI Route 57 and the construction of a two-lane roadway with open ditch drainage from Township Road 700E to 900E including electrical work, earth excavation, furnishing and erecting precast prestressed concrete bulb t-beams 63", PCC pavement, bridge approach work all other incidental work to complete the project in Coles County.

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

INDEX
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)

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Route: F.A.S. Route 642 (C.H. 18)
Section: 99-00124-02-PV
County:COLES

INDEX OF SPECIAL PROVISIONS

Route: F.A.S. Route 642 (C.H. 18)
Section: 99-00124-02-PV
County:COLES

INDEX OF SPECIAL PROVISIONS (CONTINUED)

GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective: September 28, 2005

File Name	X	Title	Effective	Revised	Page No.
GBSP1		Formed Concrete Repair	10/10/95	2/7/05	
GBSP2		Drilled Shafts	5/1/01	2/7/05	
GBSP3		High Performance Shotcrete	6/7/94	1/1/02	
GBSP4		Polymer Modified Portland Cement Mortar	6/7/94	1/1/02	
GBSP11		Permanent Steel Sheet Piling	12/15/93	09/28/05	
GBSP12		Drainage System	6/10/94	1/1/02	
GBSP13		Floating Bearing	10/13/88	6/21/04	
GBSP14		Jack and Remove Existing Bearings	4/20/94	6/27/05	
GBSP15		Three Sided Precast Concrete Structure	7/12/94	9/28/05	
GBSP16		Jacking Existing Superstructure	1/11/93	1/3/03	
GBSP17		Bonded Preformed Joint Seal	7/12/94	1/1/02	
GBSP18		Modular Expansion Joint	5/19/94	6/27/05	
GBSP19		Fabric Reinforced Elastomeric Trough	6/6/94	9/12/03	
GBSP21		Cleaning and Painting Contact Surface Areas of Existing Steel Structures	6/30/03	2/7/05	
GBSP22		Cleaning and Painting New Metal Structures	9/13/94	6/27/05	
GBSP25		Cleaning and Painting Existing Steel Structures	10/2/01	2/7/05	
GBSP26		Containment and Disposal of Lead Paint Cleaning Residues	10/2/01	8/18/04	
GBSP28		Deck Slab Repair	5/15/95	6/27/05	
GBSP29		Bridge Deck Microsilica Concrete Overlay	5/15/95	6/23/03	
GBSP30		Bridge Deck Latex Concrete Overlay	5/15/95	6/23/03	
GBSP31		Bridge Deck High-Reactivity Metakaolin (HRM) Concrete Overlay	1/21/00	6/27/05	
GBSP32		Temporary Sheet Piling	9/2/94	12/13/02	
GBSP33		Pedestrian Truss Superstructure	1/13/98	2/7/05	
GBSP34		Concrete Wearing Surface	6/23/94	1/1/02	
GBSP35		Silicone Bridge Joint Sealer	8/1/95	2/7/05	
GBSP36		Surface Preparation and Painting Req. for Weathering Steel	11/21/97	6/21/04	
GBSP37		Underwater Structure Excavation Protection.	4/1/95	8/21/02	
GBSP38		Mechanically Stabilized Earth Retaining Walls.	2/3/99	6/27/05	
GBSP39		Precast, Prestressed Concrete Deck Beams Stage Constr.	9/1/94	1/1/02	
GBSP40	X	Fabric Reinforced Elastomeric Mat	7/14/00	9/12/03	40
GBSP41		Bridge Joint Sealing System	5/1/01	1/1/02	
GBSP42		Drilled Soldier Pile Retaining Wall	9/20/01	3/30/05	
GBSP43		Driven Soldier Pile Retaining Wall	11/13/02	4/25/03	
GBSP44		Temporary Soil Retention System	12/30/02		
GBSP 45		Bridge Deck Thin Polymer Overlay	5/7/1997	3/5/03	
GBSP 46		Geotextile Retaining walls	9/19/2003	11/17/03	
GBSP 47		High Performance Concrete Structures	8/5/2002	9/10/03	
GBSP 49		LRFD Piling	2/7/05		
GBSP 50		Removal of Existing Non-composite Bridge Decks	6/21/04	2/7/05	
GBSP 51		Pipe Underdrain for Structures	5/17/00	9/28/05	
GBSP 52	X	Porous Granular Embankment (Special)	9/28/05		41

INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

BDE SPECIAL PROVISIONS
For The January 20 and March 10, 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.

	File Name	PG #		Special Provision Title	Effective	Revised
	80099			Accessible Pedestrian Signals (APS)	April 1, 2003	
*	80156	44	X	Aggregate Shipping Tickets	Jan. 1, 2006	
	80108			Asbestos Bearing Pad Removal	Nov. 1, 2003	
	7254I			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	45	X	Bituminous Concrete Surface Course	April 1, 2001	April 1, 2003
	80142	46	X	Bituminous Equipment, Spreading and Finishing Machine	Jan. 1, 2005	
	80066	47	X	Bridge Deck Construction	April 1, 2002	April 1, 2004
	5026I			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
	5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
	5049I			Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	Aug. 1, 2001
	5053I			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	49	X	Concrete Admixtures	Jan. 1, 2003	July 1, 2004
	80112			Concrete Barrier	Jan. 1, 2004	April 2, 2004
	80102	54	X	Corrugated Metal Pipe Culverts	Aug. 1, 2003	July 1, 2004
	80114	55	X	Curing and Protection of Concrete Construction	Jan. 1, 2004	Nov. 1, 2005
	80146			Detectable Warnings	Aug. 1, 2005	
	80029	63	X	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	June 22, 2005
	80144			Elastomeric Bearings	April 1, 2005	
	31578	71	X	Epoxy Coating on Reinforcement	April 1, 1997	Jan. 1, 2003
	80041	72	X	Epoxy Pavement Marking	Jan. 1, 2001	Aug. 1, 2003
	80055	74	X	Erosion and Sediment Control Deficiency Deduction	Aug. 1, 2001	Nov. 1, 2001
	80103	75	X	Expansion Joints	Aug. 1, 2003	
*	80101	76	X	Flagger Vests	April 1, 2003	Jan. 1, 2006
	80079	77	X	Freeze-Thaw Rating	Nov. 1, 2002	
	80072	78	X	Furnished Excavation	Aug. 1, 2002	Nov. 1, 2004
	80054	79	X	Hand Vibrator	Nov. 1, 2003	
	80147			Illuminated Sign	Aug. 1, 2005	
	80109	80	X	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	
	80067			Light Emitting Diode (LED) Signal Head	April 1, 2002	Nov. 1, 2005
	80081	82	X	Lime Gradation Requirements	Nov. 1, 2002	
	80133			Lime Stabilized Soil Mixture	Nov. 1, 2004	April 1, 2005
	80045			Material Transfer Device	June 15, 1999	March 1, 2001
	80137	83	X	Minimum Lane Width with Lane Closure	Jan. 1, 2005	
	80138	84	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

	File Name	PG #		Special Provision Title	Effective	Revised
	80116	85	X	Partial Payments	Sept. 1, 2003	
	80013			Pavement and Shoulder Resurfacing	Feb. 1, 2000	July 1, 2004
	53600	86	X	Pavement Thickness Determination for Payment	April 1, 1999	Jan. 1, 2004
*	80022	91	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
	80155	93	X	Payrolls and Payroll Records	Aug. 10, 2005	
	80130	95	X	Personal Protective Equipment	July 1, 2004	
*	80148	96	X	Planting Woody Plants	Jan. 1, 2006	
	80134	97	X	Plastic Blockouts for Guardrail	Nov. 1, 2004	
	80073	98	X	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	99	X	Portland Cement	Jan. 1, 2005	Nov. 1, 2005
	80083	100	X	Portland Cement Concrete	Nov. 1, 2002	
	80036			Portland Cement Concrete Patching	Jan. 1, 2001	Jan. 1, 2004
	419	101	X	Precast Concrete Products	July 1, 1999	Nov. 1, 2004
	80120	102	X	Precast, Prestressed Concrete Members	April 1, 2004	
	80084	104	X	Preformed Recycled Rubber Joint Filler	Nov. 1, 2002	
	80015	105	X	Public Convenience and Safety	Jan. 1, 2000	
	80121			PVC Pipeliner	April 1, 2004	April 1, 2005
	80122			Railroad, Full-Actuated Controller and Cabinet	April 1, 2004	
*	3426I			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	106	X	RAP for Use in Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2002
*	80151	110	X	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	112	X	Seeding and Sodding	July 1, 2004	Aug. 1, 2005
	80152	115	X	Self-Consolidating Concrete for Cast-In-Place Construction	Nov. 1, 2005	
	80132	121	X	Self-Consolidating Concrete for Precast Products	July 1, 2004	Nov. 1, 2005
	80096			Shoulder Rumble Strips	Jan. 1, 2003	
	80140	123	X	Shoulder Stabilization at Guardrail	Jan. 1, 2005	
	80135	124	X	Soil Modification	Nov. 1, 2004	April 1, 2005
	80070	130	X	Stabilized Subbase and Bituminous Shoulders Superpave	April 1, 2002	Aug. 1, 2005
	80127	136	X	Steel Cost Adjustment	April 2, 2004	July 1, 2004
	80153	140	X	Steel Plate Beam Guardrail	Nov. 1, 2005	
	80143	141	X	Subcontractor Mobilization Payments	April 2, 2005	
	80086	142	X	Subgrade Preparation	Nov. 1, 2002	
	80136			Superpave Bituminous Concrete Mixture IL-4.75	Nov. 1, 2004	
	80010	143	X	Superpave Bituminous Concrete Mixtures	Jan. 1, 2000	April 1, 2004
	80039	150	X	Superpave Bituminous Concrete Mixtures (Low ESAL)	Jan. 1, 2001	April 1, 2004
	80075	155	X	Surface Testing of Pavements	April 1, 2002	Nov. 1, 2005
	80145	162	X	Suspension of Slipformed Parapets	June 11, 2004	
	80092			Temporary Concrete Barrier	Oct. 1, 2002	Nov. 1, 2003
	80087	163	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	165	X	Traffic Barrier Terminals	Jan. 1, 2003	
	5729I	166	X	Traffic Control Deficiency Deduction	April 1, 1992	Jan. 1, 2005
	20338			Training Special Provisions	Oct. 15, 1975	
	80107			Transient Voltage Surge Suppression	Aug. 1, 2003	
	80123	167	X	Truck Bed Release Agent	April 1, 2004	
	80154			Turf Reinforcement Mat	Nov. 1, 2005	

File Name	PG #		Special Provision Title	Effective	Revised
80149	168	X	Variable Spaced Tining	Aug. 1, 2005	
80048	169	X	Weight Control Deficiency Deduction	April 1, 2001	Aug. 1, 2002
80090	171	X	Work Zone Public Information Signs	Sept. 1, 2002	Jan. 1, 2005
* 80125	172	X	Work Zone Speed Limit Signs	April 2, 2004	Jan. 1, 2006
80126	173	X	Work Zone Traffic Control	April 2, 2004	Nov. 1, 2005
80097	175	X	Work Zone Traffic Control Devices	Jan. 1, 2003	Nov. 1, 2004
80071	177	X	Working Days	Jan. 1, 2002	

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

80113 Curb Ramps for Sidewalk 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

STATE OF ILLINOIS
SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002; the latest edition of the "Illinois 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," adopted March 1, 2005 indicated on the Check Sheet, included herein, which apply to and govern the construction of County Highway 18, Section 99-00124-02-PV in Coles County. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF IMPROVEMENT

The proposed improvement includes the construction of a two-lane rural roadway with open ditch drainage from Township Road 700E to 900E. The project also includes the construction of a diamond interchange with F.A.I. 57.

TRAFFIC CONTROL (SPECIAL)

Description: This item of work shall include furnishing, installing, maintaining, replacing, relocating and removing all traffic control devices used for the purpose of regulating, warning or directing traffic during the construction or maintenance of this improvement.

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", the Highway Standards, and these Special Provisions.

Special attention is called to Article 107.09 and Sections 701-703 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards and Special Provisions relating to traffic control:

Standards: 701001, 701006, 701106, 702001, B.L.R. 17, B.L.R. 22

Special Provisions: Construction Zone Traffic Control
Flaggers in Work Zone
Construction and Maintenance Signs

Staging: The construction of the crossroads shall be staged as follows: 1) 700E south of C.H. 18 shall be constructed first. The earthwork along the south leg of the proposed 700E alignment shall be completed while existing 700E is kept open to traffic. 2) 700E south of C.H. 18 shall be closed while the connection of proposed 700E to existing 700E is completed on the south end. 3) Close 700E completely while the intersection and 700E north of C.H. 18 are constructed. 4) 780E, 800E, 870E, and 900E shall remain open while any portion of 700E is closed. 5) 780E, 800E, 870E, and 900E can be closed simultaneously for construction, except access must be provided to the residence north of 780E at all times.

Access to the residences and farm property on existing 1000N (proposed County Highway 18) and the crossroads must be maintained at all times.

The Contractor shall submit a Traffic Control Plan to the Engineer for approval not less than ten days prior to starting construction.

Basis of Payment: Traffic control will be paid for at the contract lump sum price for TRAFFIC CONTROL (SPECIAL). This price shall be payment in full for all labor, materials, transportation, handling and work necessary to furnish, install, maintain and remove all traffic control devices for the purpose of regulating, warning, directing, closing, and detouring traffic on the local roads and streets impacted by construction of the project or as directed by the Engineer.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701401

Description: Traffic Control Standard 701401 shall be utilized during construction along F.A.I. 57 when operations require lanes to be closed through the night. The outside lane shall be closed any time there is a drop off of greater than 3" within 2' of the outside edge of pavement. The contractor shall be required to order their work to limit the amount of time lanes are closed on I-57. Work shall be scheduled to ensure that the exit and entrance ramp terminals in a given direction are constructed at the same time under the same lane closure. Traffic Control Standard 701401 shall be limited to 45 consecutive calendar days in each direction. Failure to open the lane after 45 calendar days will result in liquidated damages being charged per calendar day in accordance with Section 108.09 of the Standard Specifications.

Basis of Payment: Traffic Control Standard 701401 shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701401. This price shall include lane closures along the northbound and southbound lanes of F.A.I. 57 when construction operations require traffic lanes to be closed through the night.

TRAFFIC CONTROL AND PROTECTION, STANDARD 701406

Description: Traffic Control Standard 701406 shall be utilized during construction along F.A.I. 57 when operations require periodic lane closures for day operations only. Standard 701406 shall be used during construction of the structure over F.A.I. 57 to set the floor of the structure, for slope wall construction, etc.

Basis of Payment: Traffic Control Standard 701406 shall be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, STANDARD 701406. This price shall include any daytime only lane closures along the northbound and southbound lanes of F.A.I. 57 as long as construction operations require periodic lane closures for day operations only.

TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR

Description: Traffic Control and Protection For Temporary Detour shall consist of temporarily closing F.A.I. 57 for the purpose of erecting the pre-cast concrete beams (63" Bulb T beams) for the Structure Number 015-0073 carrying C.H. 18 over F.A.I. 57. One direction of F.A.I. 57 may be closed at a time. The figure for closing the interstate using exit ramps is included with these special provisions. The detour route used for F.A.I. 57 traffic shall be as detailed in the Detour Plan Sheet located in the construction plans.

Furnishing, installing, maintaining and removing all traffic control devices in accordance with the figure showing Interstate Closure Using Exit Ramps, the Detour Plan Sheet included in the plans, and Standard 702001, is required for the detour route during all temporary closures of F.A.I. 57. The Department of Transportation Bureau of Operations will provide to the Contractor signs as needed to be used for the marked route detour. The Traffic Operations Engineer shall be given two weeks notice prior to the temporary closure of F.A.I. 57 in order to fabricate the signs. The Contractor shall be responsible for picking up the signs at the District Office, erecting the signs at the designated locations, maintaining the signs during the course of the work, removing the signs upon completion of the work, and delivering the signs back to the District Office in an acceptable condition. The Contractor will be responsible for replacing any sign that the Engineer determines has been damaged beyond normal wear. The Engineer shall be the sole judge of damage and normal wear.

The temporary closure of the southbound lanes and the northbound lanes of FAI 57 shall be limited to a total of four (4) eight-hour periods between the hours of 10:00 PM and 6:00 AM on Tuesday, Wednesday, and Thursday of a given week, excluding holidays.

Failure to Complete the Work on Time: Should the Contractor fail to complete the above work within the specified time limit, the Contractor shall be liable to the Department in the amount of $1500 per hour for each hour beyond the allotted eight (8) hours per closure, not as a penalty but as liquidated damages. Any portion of an hour will be considered as a complete hour when calculating the amount of liquidated damages. Such damages may be deducted by the Department from any monies due the Contractor.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work because the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the roadway if the work is delayed in completion. The Department shall not be required to prove any actual loss to recover these liquidated damages provided herein. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

Notification of Closure: The Contractor shall notify the following at least two weeks prior to any closure of F.A.I. 57:

Dewayne Seachrist	Traffic Operations Engineer	217-465-4181
Bob Utz / Tim Hemmen	Maintenance Field Engineer	217-465-4181
Fred Sherer	Coles County Engineer	217-348-0527
	Coles County Sheriff's Dept.	217-345-0060
	Illinois State Police (District 10)	217-265-0050

Basis of Payment: Traffic Control and Protection for Temporary Detour will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION FOR TEMPORARY DETOUR. This price shall include all labor, materials, and equipment required to furnish, install, maintain, and remove all traffic control devices associated with the temporary closure and detour. This price also includes installing, maintaining, and removing all signs (including the Changeable Message Signs) as shown in the figure for Interstate Closure Using Exit Ramps and the Detour Plan Sheet included in the construction plans.

EARTH EXCAVATION

Description: This work shall be in accordance with Section 202 of the Standard Specifications and this special provision. Before placing fill material on top of an oil and chip roadway, the Contractor shall break up the oil and chip pavement material to a size satisfactory to the Engineer. In areas where the existing oil and chip roadway is to either side of the proposed roadway but within proposed right of way, the Contractor

shall remove the oil and chip pavement material and fill these areas with earth embankment to the grades shown on the cross sections.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for EARTH EXCAVATION, which price shall include breaking up the oil and chip pavement material, removal of oil and chip pavement material where necessary, and proper disposal of materials.

FURNISHED EXCAVATION

Description: This work shall be in accordance with Section 204 of the Standard Specifications and this special provision. The following embankment areas shall be placed as early as possible (no later than November 1) and allowed to settle over the winter months before beginning paving operations: 1. Between Sta. 240+00.00 and Sta. 270+00.00 of C.H. 18 2. Ramp A/B and C.H. 18 intersection 3. Ramp C/D and C.H. 18 intersection, including back to Sta. 46+00.00 Ramp C and up to Sta. 48+00.00 Ramp D. Any settlement that occurs will be corrected in the spring.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for FURNISHED EXCAVATION. The waiting period will not be cause for extension of the contract time.

EMBANKMENT

Description: Embankments shall be constructed according to Section 205 of the Standard Specifications, except as modified by this Special Provision.

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

All material proposed for use in embankment construction shall be approved by the Engineer. Soils exhibiting the following properties shall not be allowed:

Standard Dry Density (AASHTO T 99) less than 90 pcf.
Organic Content (AASHTO T 194) greater than 10 percent.
Liquid Limit (AASHTO T 89) greater than 60.

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

Less than 35% passing the #200 sieve.
Liquid Limit (AASHTO T 89) greater than 50 but less than 60.
Plasticity Index (AASHTO T 90) less than 12.

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

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

The standard laboratory density shall be the maximum dry density determined according to AASHTO T 99 (Method C).

The moisture content of all embankment lifts shall not exceed 110% of the optimum moisture determined according to AASHTO T 99 (Method C). If the Engineer determines the embankment lifts are unstable after achieving the required density, the Contractor shall reprocess and compact the unstable material as directed by the Engineer. The Engineer may reduce the allowable moisture content to correct or prevent stability problems during embankment construction. Embankment placed adjacent to a structure shall not contain more than 110% of the optimum moisture content as described in Article 205.05 of the Standard Specifications.

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

EMBANKMENT SETTLEMENT

Description: Settlement will be monitored by the ENGINEER utilizing the settlement platform constructed at Sta. 252+00. Following the completion of the embankment to essentially the lines and grades shown in the plans, the ENGINEER will take weekly readings of the settlement plate elevation. No paving shall be done between Sta. 240+00.00 and Sta. 270+00.00 until the elevation readings deviate less than 0.02 feet for four consecutive weeks. Analysis indicates that it may take 5 months from the completion of the embankment until paving can begin. The contractor shall order their work operations to allow work to continue on other portions of the project during the settlement period. Should all other work practicable be completed prior to the completion of

settlement, working days will be suspended until paving work within the above limits can begin.

Basis of Payment: This work will be paid for at the contract unit price per each for SETTLEMENT PLATFORMS.

POROUS GRANULAR EMBANKMENT (SPECIAL)

Description: This work shall consist of furnishing and placing porous granular embankment (special) material for backfilling excavation for structures according to Section 207 except as modified herein. The gradation of the porous granular material shall be limited to CA 5 or CA 7.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for POROUS GRANULAR EMBANKMENT (SPECIAL).

ROCKFILL

Description: This work shall consist of constructing the lower portion of an embankment at the borrow pit located in the northeast quadrant of the proposed diamond interchange with F.A.I. 57 for the construction of Ramp D and some portion of the C.H. 18 mainline.

Materials: ROCK FILL shall meet the requirements of Article 1005.01 of the Standard Specifications with the following exception:

ROCK FILL – CORE. ROCK FILL placed within the embankment core shall be stone that does not exceed 18% sodium sulfate soundness loss. The ROCK FILL shall be clean and well-graded meeting the gradation requirements shown in the table below.

Rock Size	400lb	90lb	40lb	3lb	1 inch
Percent Passing	100	75+/-15	55+/-20	15+/-10	2+/-2

The length of individual pieces shall not exceed 5 times their average thickness. 5% by weight may be oversize. Each oversize piece shall not exceed the maximum size of the gradation by more than 20%.

ROCK FILL – CAP. The capping aggregate shall meet the requirements of Article 1004.04 gradation CA-06.

Construction Requirements: ROCK FILL shall be constructed to the width and depth shown on the plans. The Contractor shall construct the entire thickness of ROCK FILL excluding the CA-6 capping aggregate in one lift. Mechanical compaction will not be

required. After an initial platform of ROCK FILL is constructed, the subsequent ROCK FILL shall be spread forward into the borrow pit from previously placed ROCK FILL. Care shall be used in placing the material to secure the maximum filling of voids.

The Contractor shall monitor the leading edge of the ROCK FILL for excessive displaced borrow pit sediments (mudwave). The Contractor shall be responsible for removing the mudwave and protecting the ROCK FILL from contamination. If the ROCK FILL overtops a mudwave, the Contractor shall remove the effected portion of ROCK FILL and sediment.

The top 1' of the ROCK FILL shall be constructed of gradation CA-6, to act as a capping layer providing a platform for subsequent earth embankment construction. The CA-6 shall be compacted in 6" layers to 95 percent of the maximum laboratory dry density, obtained according to AASHTO T-99.

The ROCK FILL and the embankment on top of the ROCK FILL should be placed as early as possible (no later than fall) and allowed to settle over the winter months before beginning paving operations and approach slab construction. The Contractor may install settlement platforms with or without surcharges to monitor settlement of the ROCK FILL and embankment. Settlement platforms, if installed, must be spaced evenly.

Settlement platforms, if installed, will not be paid for separately, but shall be included in the contract prices for ROCK FILL and FURNISHED EXCAVATION, which includes placement and removal of any surcharges, and any modifications to the ROCK FILL and embankment items necessary to place and protect the settlement platforms during ROCK FILL and embankment construction.

Basis of Payment: This work will be paid for at the contract unit price per ton for ROCK FILL in accordance with Article 311.08(b), which price shall include the CA-6 capping layer and the performance of all work specified herein including monitoring and removal of the mudwave from the leading edge of the ROCK FILL. The earth embankment shall be paid for separately as FURNISHED EXCAVATION.

SUBGRADE TREATMENT

Description: Delete the third paragraph (including subparagraphs a, b, and c) of Article 301.03 of the Standard Specifications and replace it with the following:

In cut sections the contractor responsible for the rough grading shall obtain not less than 95% of the standard laboratory density and not more than 110% of the optimum moisture for the top 300mm (1 ft.) of the subgrade.

The Contractor may, at his/her option, add a drying agent to lower the moisture content as specified. The drying agent must be approved by the Engineer prior to use. Additional compensation will not be allowed for the use of a drying agent, but will be considered as included in the cost of the various earthwork items.

In the first sentence of the fourth paragraph delete "listed in the steps".

BRIDGE APPROACH PAVEMENT (SPECIAL)

Description: This work shall consist of constructing a 6 in. concrete median as part of the standard 30 foot bridge approach pavement (see Std. 420401). The same diameter and spacing of reinforcement as detailed in the Superstructure of the bridge plans shall be used to tie the concrete median to the bridge approach pavement.

Basis of Payment: This work will be paid for at the contract unit price per square yard (measured in place) for BRIDGE APPROACH PAVEMENT (SPECIAL) which price shall include the 6 in. concrete median and reinforcement.

STABILIZED SHOULDER REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of all existing bituminous shoulder material at the locations and depths specified in the plans and in accordance with Section 440 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per square yard for STABILIZED SHOULDER REMOVAL.

CRUSHED MATERIAL FOR AGGREGATE SURFACE, BASE, AND SHOULDER COURSES

Description: The coarse aggregate material for the SUBBASE GRANULAR MATERIAL 4", AGGREGATE BASE COURSE TYPE A, AGGREGATE SURFACE COURSE TYPE B, AGGREGATE SHOULDERS TYPE B 6", and AGGREGATE FOR TEMPORARY ACCESS shall be crushed gravel or crushed stone meeting the requirements of article 1004.04 of the Standard Specifications.

Basis of Payment: The cost of complying with this requirement shall be included in the contract unit price for the various pay items affected.

AGGREGATE SHOULDERS, TYPE B 6"

Description: This work shall consist of placing the AGGREGATE SHOULDERS, TYPE B 6" (with a minimum IBR of 80) in the locations specified in the plans and in accordance with Section 481 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per square yard for AGGREGATE SHOULDERS, TYPE B 6".

BITUMINOUS SHOULDERS SUPERPAVE 8"

Description: This work shall be done in accordance with the details shown in the plans, Section 482 of the Standard Specifications and this special provision. When adjacent to bituminous pavement, the 2" surface course lift of the BITUMINOUS SHOULDERS SUPERPAVE 8" shall be paved simultaneously with the 2" surface course lift of the BITUMINOUS CONCRETE PAVEMENT (FULL-DEPTH), SUPERPAVE 11" to eliminate the joint at the edge of pavement. When adjacent to concrete pavement, the above statement shall be ignored and the full thickness of BITUMINOUS SHOULDERS SUPERPAVE 8" shall be used.

Basis of Payment: This work will be paid for at the contract unit price per square yard for BITUMINOUS SHOULDERS SUPERPAVE 8". The 2" Polymer Bituminous Concrete Surface Course, Superpave, Mix "D", N70 lift will not be paid for separately, but will be included in the cost for BITUMINOUS SHOULDERS SUPERPAVE 8".

BITUMINOUS SHOULDERS SUPERPAVE 10"

Description: This work shall be done in accordance with the details shown in the plans, Section 482 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per square yard for BITUMINOUS SHOULDERS SUPERPAVE 10".

PIPE CULVERT REMOVAL

Description: This work shall consist of the removal and satisfactory disposal of pipe culverts as specified in the plans, in accordance with Section 501 of the Standard Specifications and this special provision.

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

PIPE UNDERDRAINS AND PIPE UNDERDRAINS (SPECIAL)

Description: This work shall be done in accordance with the details shown in the plans, Section 601 of the Standard Specifications and this special provision. This work shall consist of field verifying the locations of existing pipe underdrain, pipe underdrain (special), and concrete headwall for pipe drains in the areas of new construction along F.A.I. 57. In the ramp terminal areas, care should be taken to remove the existing pipe underdrain, pipe underdrain (special), and concrete headwalls for pipe drains. New PIPE UNDERDRAIN, PIPE UNDERDRAIN (SPECIAL), and CONCRETE HEADWALLS FOR PIPE DRAINS shall be placed in the locations shown in the plans. The pipe underdrain shall not be a mesh material.

Basis of Payment: This work will be paid for at the contract unit price per foot for PIPE UNDERDRAINS 4" and PIPE UNDERDRAINS 4" (SPECIAL), which price shall include the field verification, backfill material as shown in Standard 601001, any connections to existing pipe underdrain, and removal and disposal of the existing PIPE UNDERDRAIN, PIPE UNDERDRAIN (SPECIAL), and CONCRETE HEADWALLS FOR PIPE DRAINS. CONCRETE HEADWALLS FOR PIPE DRAINS will be paid for separately.

PARTIAL REMOVAL OF EXISTING STRUCTURES

Description: This work shall consist of removal and satisfactory disposal of portions of the existing box culvert to be extended as detailed in the box culvert extension plans. The work shall be done in accordance with Section 501 of the Standard Specifications and this special provision.

Basis of Payment: This work shall be paid for at the contract unit price each for PARTIAL REMOVAL OF EXISTING STRUCTURES. It will be measured for payment as each for each end of the box culvert to be removed.

METAL END SECTIONS 12" AND EQUIVALENT ROUND SIZE 24" AND 36"

Description: This work shall consist of furnishing and installing metal end sections of the size specified in the plans at the locations shown in the plans and in accordance with Section 542 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for METAL END SECTIONS 12" or METAL END SECTIONS, EQUIVALENT ROUND SIZE 24" or METAL END SECTIONS, EQUIVALENT ROUND SIZE 36".

UNDERCUTTING AT BOX CULVERTS

Description: This work shall consist of undercutting an additional 12" of earth at the 8' x 4' box culverts located at Sta. 190+37.06. This 12" of undercut is in addition to the 6" required by Section 540 of the Standard Specifications. The undercut earth will be replaced with a porous granular material.

Basis of Payment: This work will be included in the contract unit price per foot for PRECAST CONCRETE BOX CULVERT, 8' x 4' being placed, which shall include the porous granular material, and no additional compensation will be allowed.

PAVED DITCH (SPECIAL)

Description: This work shall consist of constructing a paved ditch in accordance with Section 606 of the Standard Specifications, the Field Tile Detail Sheet shown in the construction plans, Standard 606401, and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per foot for PAVED DITCH (SPECIAL) which price shall include the welded wire fabric shown in Standard 606401.

REMOVE AND REINSTALL DELINEATORS

Description: This work shall consist of removing and reinstalling existing delineators at the locations and spacing shown on the plans and in accordance with Section 635 of the Standard Specifications, Standard 635001, and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for REMOVE AND REINSTALL DELINEATORS which price shall include replacing damaged posts and reflectors, except those damaged during removal and required to be replaced by the Contractor at his/her own expense.

WOVEN WIRE FENCE REMOVAL

Description: This work shall consist of removing existing woven wire fence at the locations shown on the plans and in accordance with Section 665 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per foot for WOVEN WIRE FENCE REMOVAL which price shall include proper disposal of the woven wire fence removed from the project.

ENGINEER'S FIELD OFFICE, TYPE A

Description: This work shall consist of providing a field office in accordance with Section 670 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per calendar month for ENGINEER'S FIELD OFFICE, TYPE A.

ENGINEER'S FIELD LABORATORY

Description: This work shall consist of providing a field laboratory in accordance with Section 670 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per calendar month for ENGINEER'S FIELD LABORATORY.

MOBILIZATION

Description: This work shall be in accordance with Section 671 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per lump sum for MOBILIZATION.

TERMINAL MARKER – DIRECT APPLIED

Description: This work shall be in accordance with the details shown in the plans, Section 782 of the Standard Specifications, and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for TERMINAL MARKER – DIRECT APPLIED.

SURVEY MARKER, TYPE 1 (SPECIAL)

Description: This work shall consist of placing survey markers of the type specified and at the locations specified in the plans. This work shall be done in accordance with the Survey Marker Detail included in the construction plans and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for SURVEY MARKER, TYPE 1 (SPECIAL).

DRILL AND GROUT #6 TIE BARS

Description: This work shall consist of drilling and grouting #6 tie bars in the locations shown in the plans and in accordance with Section 420 of the Standard Specifications, Highway Standard 420001, and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for DRILL AND GROUT #6 TIE BARS which price shall include the #6 tie bars, all other materials needed, and labor to complete the work.

SAW CUTTING (FULL-DEPTH)

Description: This work shall consist of saw cutting the pavement at the location and depths specified in the plans and in accordance with Section 442 of the Standard Specifications and this special provision. Saw cutting shall be at the F.A.I. 57 edge of pavement established in the Ramp Terminal Detail sheets located in the plans. If this saw cut line is outside the field located edge of pavement of F.A.I. 57 then the saw cut line should be located 3" inside this field located edge of pavement.

Basis of Payment: Saw cutting will be paid for at the contract unit price per foot for SAW CUTTING (FULL-DEPTH).

GRATING FOR BOX CULVERT 6' X 3'

Description: This work shall consist of providing grates of the size specified in the plans and at the locations specified in the plans.

Basis of Payment: This work will be paid for at the contract unit price per each for GRATING FOR BOX CULVERT 6' X 3'.

BITUMINOUS CONCRETE SURFACE COURSE

Description: This work shall consist of providing bituminous concrete surface course of the type and thickness specified and at the locations specified in the plans. This work shall be done in accordance with Section 406 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per ton for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, IL 9.5L (LOW ESAL).

BITUMINOUS CONCRETE PAVEMENT (FULL-DEPTH), SUPERPAVE, 8" AND 11"

Description: This work shall consist of providing bituminous concrete pavement (full-depth) of the type and thickness specified and at the locations specified in the plans. This work shall be done in accordance with Section 407 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per square yard for BITUMINOUS CONCRETE PAVEMENT (FULL-DEPTH), SUPERPAVE, 8" and BITUMINOUS CONCRETE PAVEMENT (FULL-DEPTH), SUPERPAVE, 11".

FLARED END SECTION REMOVAL

Description: This work shall consist of removing flared end sections at the locations specified in the plans. Disposal of the end sections shall be in accordance with Section 501 of the Standard Specifications.

Basis of Payment: This work will be paid for at the contract unit price per each for FLARED END SECTION REMOVAL.

AGGREGATE FOR TEMPORARY ACCESS

Description: This work shall consist of providing Aggregate Surface Course, Type B for temporary access to entrances along the length of the improvement during construction. Aggregate for temporary access is to be used as directed by the Engineer. This work shall be done in accordance with Section 402 of the Standard Specifications and this special provision.

Basis of Payment: This material will be paid for at the contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS.

BARRICADES, TYPE III

Description: This work shall consist of providing Barricades, Type III at the locations shown in the plans and in accordance with this special provision.

Basis of Payment: This material will be paid for at the contract unit price per each for BARRICADES, TYPE III.

IMPACT ATTENUATORS

Description: This work shall consist of furnishing and installing impact attenuators at the locations shown in the plans in accordance with the detail shown in the plans, the BDE Special Provision and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each (where each is defined as one complete installation) for IMPACT ATTENUATORS (SEVERE USE, WIDE), TEST LEVEL 3 which price shall include all grading and shaping in the median, all materials (including bituminous or concrete bases, posts, etc.) and all labor necessary to place the impact attenuators according to the details and the manufacturer's specifications.

INSPECTION WELLS

Description: This work shall consist of providing inspection wells at the locations determined in the field during exploration trenching and as requested by the Engineer. This work shall be done in accordance with the Field Tile Detail shown in the plans, Section 611 of the Standard Specifications, and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for INSPECTION WELLS.

PERMANENT BENCH MARKS

Description: This work shall consist of providing and installing a bronze tablet of the type shown on Standard 667101 on the proposed structure over F.A.I. 57 (Str. No. 015-0073) as directed by the Engineer. The bench mark elevation will be established and marked by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per each for PERMANENT BENCH MARKS.

LIGHT POLE, FIBERGLASS, ANCHOR BASE, 45 FT. M.H., TENON MOUNT

Description: This work shall consist of furnishing and installing light poles of the size and type specified in accordance with the requirements of Section 830 of the Standard Specifications for Road and Bridge Construction except as described herein:

The filament wound process is an acceptable technique to use in the manufacture of these fiberglass poles. Any reduction in the thickness of the outer layer (resin/veil coat) shall require the written approval of the Engineer.

The fiberglass tube (shaft) shall be of sufficient length to produce a 45ft mounting height pole, except that in no case shall the shaft length be less than 42'-0". The finished pole shall be painted flat aluminum in color with a finish coat of polyurethane or urethane enamel. Color fading shall be covered in the standard manufacturer's written warranty and therefore does not need to be included in the ten year written warranty.

The pole shall be designed for a minimum AASHTO wind load of 110 mph with a minimum luminaire effective projected area (EPA) of 7.8 square feet and a minimum design life of 50 years.

Two stainless steel grounding lugs shall be apart of the pole. One grounding lug shall be electrically bonded to the pole top tenon and be easily accessible from the top of the pole. The bottom grounding lug shall be electrically bonded to the pole base and be easily accessible from the handhole. The lugs shall be permanently attached and protected against corrosion. The bottom lug shall be sized a ½" minimum to accommodate all incoming circuit grounding needs as well as a grounding electrode conductor.

The grounding lugs shall be connected by a continuous length of copper grounding conductor with a minimum size of #2 AWG. The conductor shall be stranded or braided and supported throughout the length of the pole so that the weight of the conductor will not fatigue the connection at the top lug. The connections shall be exothermic or full compression to insure an electrically sound path for lightning protection.

The anchor base and pole top tenon shall be hot-dipped galvanized steel. A sand casting mold shall be used to produce the pole base only with the Engineer's written approval.

The pole shall come complete with a tenon. The tenon shall be painted to match the pole. The pole tenon shall be designed to a higher loading than the pole shaft.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE, FIBERGLASS, ANCHOR BASE, 45 FT. M.H., TENON MOUNT.

LIGHT POLE, FIBERGLASS, ANCHOR BASE, 45 FT. M.H., TENON MOUNT, TWIN

Description: This work shall consist of furnishing and installing light poles of the size and type specified in accordance with the requirements of Section 830 of the Standard Specifications for Road and Bridge Construction except as described herein:

The filament wound process is an acceptable technique to use in the manufacture of these fiberglass poles. Any reduction in the thickness of the outer layer (resin/veil coat) shall require the written approval of the Engineer.

The fiberglass tube (shaft) shall be of sufficient length to produce a 45ft mounting height pole, except that in no case shall the shaft length be less than 42'-0". The finished pole shall be painted flat aluminum in color with a finish coat of polyurethane or urethane enamel. Color fading shall be covered in the standard manufacturer's written warranty and therefore does not need to be included in the ten year written warranty.

The pole shall be designed for a minimum AASHTO wind load of 110 mph with a minimum luminaire effective projected area (EPA) of 7.8 square feet and a minimum design life of 50 years.

Two stainless steel grounding lugs shall be apart of the pole. One grounding lug shall be electrically bonded to the pole top tenon and be easily accessible from the top of the pole. The bottom grounding lug shall be electrically bonded to the pole base and be easily accessible from the handhole. The lugs shall be permanently attached and protected against corrosion. The bottom lug shall be sized a ½" minimum to accommodate all incoming circuit grounding needs as well as a grounding electrode conductor.

The grounding lugs shall be connected by a continuous length of copper grounding conductor with a minimum size of #2 AWG. The conductor shall be stranded or braided and supported throughout the length of the pole so that the weight of the conductor will not fatigue the connection at the top lug. The connections shall be exothermic or full compression to insure an electrically sound path for lightning protection.

The anchor base and pole top tenon shall be hot-dipped galvanized steel. A sand casting or permanent mold casting aluminum base shall only be used with the Engineer's written approval.

The pole shall come complete with a twin tenon bracket. The bracket shall be of the same material as the pole tenon and shall be painted to match the pole. The pole tenon and twin tenon bracket shall be designed to a higher loading than the pole shaft.

Basis of Payment: This work will be paid for at the contract unit price each for LIGHT POLE, FIBERGLASS, ANCHOR BASE, 45 FT. M.H., TENON MOUNT, TWIN.

PRECAST CONCRETE BOX CULVERT END SECTIONS 8' X 4' AND 6' X 3'

Description: This work shall consist of furnishing and installing concrete end sections of the size specified in the plans at the locations shown in the plans and in accordance with Section 540 of the Standard Specifications and this special provision.

Basis of Payment: This work will be paid for at the contract unit price per each for PRECAST CONCRETE BOX CULVERT END SECTION 8' X 4' and PRECAST CONCRETE BOX CULVERT END SECTION 6' X 3'.

STATUS OF UTILITIES TO BE ADJUSTED

Name and Address of Utility	Type	Location	Estimated Date Relocation Completed
Ameren CIPS 711 South 9th St. Mattoon, IL 61938 Attention: Dave Starwalt and Curt Fisher	Buried Gas lines	See Plans	During Construction
Coles-Moultrie Electric CO-OP 104 DeWitt Ave. E Mattoon Mattoon, IL 61938 Attention: Steve Underwood	Overhead Power lines	See Plans	During Construction
Illinois Consolidated Telephone Company 121 South 17th Street Mattoon, IL 61938 Attention: Brian Morgan and Wes Chambers	Buried Telephone lines	See Plans	During Construction

The previous represents the best information of the Department and is only included for the convenience of the bidder. The applicable provisions of Articles 105.07 and 107.20 of the "Standard Specifications for Road and Bridge Construction" shall apply.

If any utility adjustment or removal has not been completed when required by the Contractor's operations, the Contractor shall notify the Engineer in writing. A request for an extension of time will be considered to the extent the Contractor's operations were affected.

EXISTING SIGNS

Description: This work shall consist of removing the existing signs along the entire length of the project as directed by the Engineer. The signs shall be delivered to a location specified by the County.

Basis of Payment: This work will not be paid for separately but will be included in the cost of the project.

WETLAND COMPENSATION

Description: Planting will include preparing planting beds to protect existing vegetation with a perimeter erosion barrier, and furnishing and planting herbaceous and woody wetland plants of the species specified, at the locations and the patterns designated on the plans. Bare root samplings will be planted in the area shown as Zone D. Native grasses will be planted in the areas shown as Zone C, F, and G. Revegetation of the project site will be carried out by the Contractor according to the Standard Specifications (where applicable) and the following Special Provisions.

Materials: Woody Plant Materials such as trees will meet the requirements described in Article 1081.01. Required sizes for wetland plant material are shown in Table 1.1.

The bracing and mulching, if necessary, of plant materials will meet the requirements described in 1081.13(a) and 1081.06(b), respectively.

Table 1.1: Wetland Compensation Plant Species
Coles County, Illinois

Zone/Acres	Common Name	Scientific Name	Size
D_1/1.00	Bald Cypress	*Taxodium distichum*	Bare Root Plants (36 in.)
D_2/1.16	Red-Osier Dogwood	*Cornus stolonifera*	Bare Root Plants (36 in.)
C/1.21	Wetland Grass and Sedge Mixture-Class 4B	(varies, refer to Article 250.07)	56 lbs./acre

The wetland grass/sedge mix (4B) to be seeded in Zone C will conform to Article 1081.04. The mulch application will meet the requirements of Article 1081.06(a)(1). Fertilizer will meet the requirements of Article 250.04 and 1081.08 for a Nitrogen, Phosphorus, Potassium ratio of 1:1:1.

Substitution: Where evidence is submitted that a specified plant cannot be obtained, substitution may be made upon approval of the Engineer.

Plant Approval: All plant material shall be subject to the approval of the Engineer. Plants shall be true to name and conform to all other specifications. Plant material may be inspected at the grower's nursery and materials to be relocated may be observed at the project site. Approval of plants at the source does not alter the right of rejection at the project site.

All plant material shall be dug and handled with care and skill to prevent injuries, and shall be packed in an approved manner to ensure arrival at the project site in good condition. Such material shall be kept moist and cool and shall show no evidence of injury, molding, rotting or drying directly prior to planting.

All plants rejected at the project site shall be replaced with acceptable plants of the same species unless directed by the Engineer.

Transportation Delivery and Temporary Storage: Transportation and storage of trees will be in accordance with Article 253.05 and 253.06(a). The Contractor shall notify the Engineer at least five days prior to each delivery of plant material to the storage or project site.

Insofar as practicable, transplanting of plant materials shall occur on the day of delivery to the project site. In the event this is not possible, the plants shall be temporarily

stored in a well-ventilated, cool storage place and shall be adequately protected against drying. This storage period shall not exceed 48 hours for any plant materials.

Any previously accepted plant material that has become damaged during on-site storage shall be replaced by the Contractor.

Planting Layout: The Contractor will layout trees as described in Article 253.07 and shown on the plans. Planting zone boundaries are shown on the plans and shall be marked in the field as directed by the Engineer. Zones will be delineated according to the elevations shown on the plans.

Planting (Installation) Time: Plant materials will be installed according to the following schedules as described in IDOT specifications:

Type of Material	Time Period	Reference
Trees (Zone D)	Refer to Reference	Article 253.03
Seeding-Grass/Sedge Mix 4B (Zone C and G) and Mix 5 (Zone F)	May 15 – June 30 October 15 – December 1	Article 250.06

Trees shall be dug in accordance with Article 253.04. Any other planting time shall require the written permission of the Engineer.

Planting Method: Installation of trees will be in accordance with Article 253.08, 253.09 and 253.10. Trees will receive an application of mulch in accordance with Article 253.11.

The Contractor will seed Zones C, F, and G with the specified quantity of grass/sedge seed and forbs (mix types 4B and 5) as described in Article 250.06 and mulched (Method 3) as described in Article 251.03(a).

A temporary erosion control barrier consisting of silt fence will be placed around the perimeter of the existing borrow pit as shown on the plans and in accordance with Article 280.04(b).

Period of Establishment and Care: The Contractor shall maintain tree plant material in accordance with Article 253.14.

Freshly planted trees shall not be disturbed by subsequent activities that would cause uprooting, displacement or injury. During periods of intense heat or subnormal rainfall, supplemental watering may be required in accordance with the applicable requirements of Articles 253.15.

The Contractor shall maintain the temporary erosion control system as per Article 280.05.

Method of Measurement. The exact quantities for the class specified and location of seeding will be measured in the field. Materials will be measured as follows:

Plant Material:

Item	Unit	Article
Trees	per individual plants in place	253.16
Seeding (mix 4B and 5)	per acre	250.09
Fertilizer Nutrients	Pound	250.09
Mulch (Method 3)	per acre	251.06
Perimeter Erosion Barrier	per lineal feet in place	280.06(c)

Basis of Payment:

Item	Unit	Article
Trees	per individual plants in place	253.17
Seeding (mix 4B and 5)	per acre	250.10
Fertilizer Nutrients	per pound	250.10
Mulch (Method 3)	per acre	251.07
Perimeter Erosion Barrier	per lineal feet in place	280.07(c)

CONSTRUCTION

All aspects of the wetland mitigation plan shall be completed as specified in the Section 404 permit from the St. Louis District of the U.S. Army Corps of Engineers. The Engineer shall notify the St. Louis District of the U.S. Army Corps of Engineers and IDOT's BDE Wetlands Unit upon the start of project construction activities and upon completion of the wetland compensation.

Temporary erosion control for trees and seeded areas shall be according to Section 280 of the Standard Specifications for Road and Bridge Construction (IDOT 2002).

Soil compaction within the area of the planned wetland should be minimized. This can be accomplished by reducing passes across the site with heavy machinery and by using wide-track equipment to do the required earthwork. The substrate associated with the interior of the wetland site may need to be decompacted or ripped following construction. Compacted areas should be loosened to a depth of 12 in. This cost is included in EARTH EXCAVATION.

As-Built Plans

During construction of the wetland, information on as-built conditions shall be collected by the Contractor and submitted to the IDOT-BDE Wetlands Unit. The following as-built conditions shall be submitted:

Certified record drawings with bench marks, which depict final elevations in the planned wetland, including elevations of culverts, shall be drafted after grading is complete and before planting. The Contractor shall provide an explanation for any deviation from the plans.

Soil compaction data shall be gathered after grading is complete and before planting. Ten random cone penetrometer samples within the wetland area shall be measured. Half of the measurements shall be at a depth of 6 in. and the other half at 12 in. The average penetrometer reading shall not exceed 275 PSI at either depth over the extent of the planned wetland area. Penotrometer readings must be taken when the soil is moist. This cost shall be included in EARTH EXCAVATION.

A list of the actual species seeded and planted (botanical and common names) in the wetland and buffer areas including the quantities (i.e., number of seeds per square ft, dry weight/square yard), dates of seeding and planting, and the planting method shall be recorded by the Contractor. Seed and plant stock source should originate from within 150 miles of the mitigation site to maintain local genotypes. This information should be submitted to the IDOT-BDE Wetlands Unit within 15 days after the final day of planting.

COMMITMENTS

1. Tree felling will be restricted to the dates between September 30 and April 1 of any year to avoid the breeding season of the Indiana bat (*Myotis sodalis*).

2. Parcel 5513026, Sta. 238+00.00 LT and Sta. 248+04.93 LT. Please contact Mr. Robert Lowry at (217) 856-2127 for help in locating existing drain tiles. Also, please contact him if dirt is required for this contract.

3. The Contractor shall comply with the terms and conditions for Nationwide Permit No. 14 and the Nationwide Permit General Conditions as issued by the U.S. Army Corps of Engineers. (See attached)

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE
CORPS OF ENGINEERS
P.O. BOX 59
LOUISVILLE, KENTUCKY 40201-0059
FAX: (502) 315-6677
http://www.lrl.usace.army.mil/

November 2, 2005

Operations Division
Regulatory Branch (South)
ID No. 200500005-ncc

Mr. Kevin Seals
Hanson Professional Services, Inc.
1525 South Sixth Street
Springfield, Illinois 62703

Dear Mr. Seals:

This is in response to your request, on behalf of Coles County Highway Department, for authorization to construct a road that would impact 115 linear feet (0.06 acre), 235 linear feet (0.09 acre), 110 linear feet (0.02 acre), 110 linear feet (0.03 acre), 85 linear feet (0.006 acre), and 130 linear feet (0.07 acre) of six unnamed tributaries of Riley Creek (respectively); 50 linear feet (0.09 acre) of Union Drainage District No. 3; 100 linear feet (0.06 acre) of Cassell Creek, and 0.19 acre and 0.32 acre of two jurisdictional wetlands. The proposed project is located near the town of Charleston, Coles County, Illinois. The information supplied by your client was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 404 of the Clean Water Act.

Based upon our review of the submitted information, we have determined that your client's project is considered a discharge of fill for a road crossing. The project is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 14, Linear Transportation Crossings, as published in the Federal Register January 15, 2002, provided your client complies with the enclosed Terms for Nationwide Permit No. 14, the Nationwide Permit General Conditions, and the following special conditions:

1. The permittee will implement the "mitigation plan" that was submitted with the permit application entitled "Wetland compensation Plan for TR1000N and TR41 Sections 99-00124-00-ES and 96-09118-00-BR (SEQ. NO. 8925) Coles County, Illinois," dated December 2004, and additional information submitted on July 28, 2005. For compensation for impacting 0.41 acres of wetlands, your client will create 3.77 acres of wetlands. The wetland mitigation plantings will be created no later than the next growing season following project construction.

2. The permittee shall monitor the wetland mitigation sites for a period of five years. Annual monitoring reports of the wetland mitigation areas shall be submitted to the District Engineer. At the end of the five year monitoring period, the permittee will submit a wetland mitigation report that demonstrates that the wetland mitigation areas meet the success criteria outlined in the above referenced mitigation plan that was submitted with the permit application, dated December, 2004.

3. The permittee will post "Do Not Mow/Do Not Spray" signs throughout the stream mitigation areas in conspicuous areas to identify the boundaries of the mitigation sites. At the mitigation sites, these signs shall be posted every 200 feet along the perimeter of the site.

4. Upon completion of the mitigation work, the property shall be deed restricted in perpetuity to assure wetland preservation. The permittee shall submit documentation of the deed restriction to the District Engineer six months after project construction is completed.

In addition, your client must comply with the enclosed Water Quality certification (WQC) Conditions issued by the Illinois Environmental Protection Agency (ILEPA). If required under these conditions, your client must obtain individual WQC.

This authorization will be effective as soon as we receive your signed acceptance of the conditions. Please sign and date the duplicate copy of this letter in the space provided, and return the signed copy in the enclosed envelope. The enclosed Compliance Certification should be signed and returned when the project is completed. This verification is valid until the NWP is modified, reissued, or revoked prior to March 18, 2007. It is incumbent upon your client to remain informed of changes to the NWPs. We will issue a public notice when the NWPs are reissued. Furthermore, if your client commences or is under contract to commence this activity before the date that the relevant nationwide permit is modified or revoked, your client will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this nationwide permit. A copy of this letter will be sent to the ILEPA and to your client.

If you have any questions, please contact me by writing to the above address, ATTN: CELRL-OP-FS, or by calling (502) 315-6680. Any correspondence on this matter should refer to our ID No. 200500005-ncc.

Sincerely,

Norma C. Condra

Norma C. Condra
Project Manager
Regulatory Branch

Enclosures

(I accept the conditions of this authorization)

Coles County Transporation Department _____ Date _____

ADDRESS FOR COORDINATING AGENCY

Mr. Bernard Killian
Director
Permits Section
Environmental Protection Agency
1020 North Grand Avenue East
P.O. Box 19276
Springfield, Illinois 62794-9676

ADDRESS FOR PERMITTEE

Mr. Fred Sherer
Coles County Highway Department
Coles County Courthouse, Room 16
Charleston, Illinois 61920

Compliance Certification:

Permit Number: 200500005-ncc

Name of Permittee: Fred Sherer, Coles County Transportation Department

Date of Issuance: November 2, 2005

Upon completion of the activity authorized by this permit and any mitigation required by this permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
CELRL-OP-FS
P.O. Box 59
Louisville, Kentucky 40201

Please note that your permitted activity is subject to a compliance inspection by an U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, or revocation.

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

_____

Signature of Permittee Date

Illinois Department of Transportation

Storm Water Pollution Prevention Plan

Route FAS Route 642 Marked CH-18

Section 99-00124-02-PV Project No. C-95-030-98

County Coles

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.

Signature

04/11/08

Date

Deputy Director of Highways

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):

Construction of County Highway 18 from Station 166+00 to Station 278+00 in Coles County, including a new interchange with Interstate 57 and improvements to TR700E, TR780E, TR800E, TR870E, and TR900E. The interchange is a standard diamond with a bridge over I-57, and includes shoulder removal and construction of new ramps on I-57. Construction of Ramp D requires placing rock fill in an existing borrow pit. Work consists of tree removal, clearing and grubbing, earth excavation, furnished excavation, drainage structures, new concrete and bituminous pavement with segments of raised concrete median, and paved and aggregate shoulders. Drainage items include ditches, pipe culverts, box culverts and pipe underdrains. A wetland mitigation area is included in the interchange.

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):

The anticipated construction sequence is tree removal, clearing and grubbing, excavation and grading, ditch excavation, installation of drainage structures, embankment construction, temporary seeding, lime modification of subgrade, paving, striping and signing, seeding, and wetland planting.

c. The total area of the construction site is estimated to be 100 acres.

The total area of the site that it is estimated will be disturbed by excavation, grading or other activities is 100 acres.

d. The estimated runoff coefficients of the various areas of the site after construction activities are completed are contained in the project drainage study which is hereby incorporated by reference in this plan. Information describing the soils at the site is contained either in the Soils Report for the project, which is hereby incorporated by reference, or in an attachment to this plan.

e. The design/project report, hydraulic report, or 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.

f. The names of receiving water(s) and areal extent of wetland acreage at the site are in the design/project report or plan documents which are incorporated by reference as a part of this plan.

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):

The intent of the stabilization practices is to provide permanent seeding and mulch on areas disturbed as soon as practicable. Temporary seeding for erosion control will be placed as soon as possible on disturbed areas, until permanent controls can be installed.

Site specific schedules and plans can be found in the plans and special provisions and are incorporated into this plan by reference.

(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):

Pipe and inlet protection will be placed at pipe culverts to protect from sedimentation due to earth excavation and embankment operations. (See Erosion Control Plan Sheets).

Perimeter Erosion Barrier shall be used at locations where sediment may escape the right-of-way.

Temporary ditch checks will be placed as indicated in the plans as the proposed ditch profiles are established in each area. Temporary ditch checks will also be constructed immediately upstream of culverts and culvert extensions.

Site specific schedules for the above-referenced items can be found in the plans and special provisions and are incorporated into this plan by reference.

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):

Riprap, erosion control blanket, and fiber mat will be placed in ditches at the locations shown in the plans to provide channel stability. Riprap will also be placed at culvert inlets and outlets at the locations shown in the plans to dissipate velocity and provide channel stability.

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:

In accordance with the current Coles Co. storm water prevention 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):

Temporary ditch checks, pipe and inlet protection devices, and perimeter erosion barriers shall have the sediment removed and be replaced as directed by the engineer. Temporary ditch checks, pipe and inlet protection devices and perimeter erosion barriers shall be replaced as directed by the engineer. Temporary seeding for erosion control shall be continuously implemented as directed by the engineer.

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).

Illinois Department of Transportation

Contractor Certification Statement

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 Route 642 Marked CH-18

Section 99-00124-02-PV Project No. C-95-030-98

County Coles

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

FABRIC REINFORCED ELASTOMERIC MAT
Effective: July 14,2000
Revised: September 12, 2003

Description. This work shall consist of furnishing and installing the fabric reinforced elastomeric mat as shown on the plans and as directed by the Engineer.

Materials. The elastomeric material requirements for the reinforced mat shall be according to the following:

The Elastomer Compound for the mat shall be according to AASHTO M 251 for Polychloroprene "50 duro", except the tensile strength shall be 10.3 MPa (1500 psi) minimum or it shall be (EPDM) ethylene propylene diene monomer according to Article 1052.02 of the Standard Specifications.

The composite of the fabric and elastomer shall have a minimum tensile strength of 122.6 x 122.6 N/mm (700 x 700 lb/in) according to ASTM D 378.

The minimum elongation at ultimate tensile strength shall be 30 percent according to ASTM D 412.

The minimum thickness of the reinforced mat shall be 3 mm (1/8 in.).

Threaded studs, washers and nuts shall be according to ASHTO M 164. Flattening plates shall be according to AASHTO M 270M, Grade 250 (M 270,Grade 36).

Method of Measurement. The fabric reinforced elastomeric mat and all hardware necessary to install the mat will not be measured for payment but shall be included in the concrete pay item involved.

POROUS GRANULAR EMBANKMENT (SPECIAL)
Effective: September 28, 2005

Description. This work shall consist of furnishing, and placing porous granular embankment (special) material as detailed on the plans, according to Section 207 except as modified herein.

Materials. The gradation of the porous granular material may be any of the following CA 8 thru CA 18, FA 1 thru FA 4, FA 7 thru FA 9, and FA 20 according to Articles 1003 and 1004.

Basis of Payment. This work will be paid for at the contract unit price per Cubic Yard (Cubic Meter) for POROUS GRANULAR EMBANKMENT (SPECIAL).

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."

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

BITUMINOUS CONCRETE SURFACE COURSE (BDE)

Effective: April 1, 2001
Revised: April 1, 2003

Replace the fourth paragraph of Article 406.23(b) of the Standard Specifications with the following:

"Mixture for cracks, joints, flangeways, leveling binder (machine method), leveling binder (hand method) and binder course in excess of 103 percent of the quantity specified by the Engineer will not be measured for payment.

Surface course mixture in excess of 103 percent of adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures will be calculated as follows:

Adjusted Plan Quantity = C x quantity shown on the plans or as specified by the Engineer.

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

and where:

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

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

80050

BITUMINOUS EQUIPMENT, SPREADING AND FINISHING MACHINE (BDE)

Effective: January 1, 2005

Revise the fourth paragraph of Article 1102.03 of the Standard Specifications to read:

"The paver shall be equipped with a receiving hopper having sufficient capacity for a uniform spreading operation. The hopper shall be equipped with a distribution system to uniformly place a non-segregated mixture in front of the screed. The distribution system shall have chain curtains, deflector plates, and /or other devices designed and built by the paver manufacturer to prevent segregation during distribution of the mixture from the hopper to the paver screed. The Contractor shall submit a written certification that the devices recommended by the paver manufacturer to prevent segregation have been installed and are operational. Prior to paving, the Contractor, in the presence of the Engineer, shall visually inspect paver parts specifically identified by the manufacturer for excessive wear and the need for replacement. The Contractor shall supply a completed check list to the Engineer noting the condition of the parts. Worn parts shall be replaced. The Engineer may require an additional inspection prior to placement of the surface course or at other times throughout the work."

80142

BRIDGE DECK CONSTRUCTION (BDE)

Effective: April 1, 2002
Revised: April 1, 2004

Add the following to Article 503.03 of the Standard Specifications:

"(h) Fogging Equipment ..... 1103.17(k)"

Add the following after the first sentence of the second paragraph to Article 503.07 of the Standard Specifications:

"When placing Class BD concrete, the discharge end of the pump shall have attached an "S" shaped flexible or rigid conduit, a 90 degree elbow with a minimum of 3 m (10 ft) of flexible conduit placed parallel to the deck, or a similar configuration approved by the Engineer."

Add the following after the second sentence of the ninth paragraph of Article 503.07 of the Standard Specifications:

"When consolidating concrete in bridge decks, the vibrator shall be vertically inserted into the concrete for 3 - 5 seconds, or for a period of time determined by the Engineer."

Add the following after the first paragraph of Article 503.17 of the Standard Specifications:

"For the bridge deck pour, fogging equipment shall be in operation unless the evaporation rate is less than 0.5 kg/sq m/hour (0.1 lb/sq ft/hour) and the Engineer gives permission to turn off the equipment. The evaporation rate shall be determined according to the figure in the Portland Cement Association's publication, "Design and Control of Concrete Mixtures" (refer to the section on plastic shrinkage cracking). The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment.

The fogging equipment shall be adjusted to adequately cover the entire width of the pour.

If there is a delay of more than ten minutes during bridge deck placement, wet burlap shall be used to protect the concrete until operations resume.

Concrete placement operations shall be coordinated to limit the distance between the point of concrete placement and concrete covered with cotton mats for curing. The distance shall not exceed 10.5 m (35 ft). For bridge deck widths greater than 15 m (50 ft), the distance shall not exceed 7.5 m (25 ft)."

Add the following to the end of the first paragraph of Article 503.17(b) of the Standard Specifications to read:

"The concrete in these areas shall be struck off during the deck pour and excess material from the finishing machine shall not be incorporated."

In the Coarse Aggregate Gradation table of Article 1004.01(c) of the Standard Specifications revise the percent passing the 12.5 mm (1/2 in.) sieve for gradation CA 7 to "45±15[4/ 9/]".

In the Coarse Aggregate Gradation table of Article 1004.01(c) of the Standard Specifications revise the percent passing the 12.5 mm (1/2 in.) sieve for gradation CA 11 to "45±15[6/ 9/]".

Add the following to the Coarse Aggregate Gradation table of the Standard Specifications:

"9/ When Class BD concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 12.5 mm (1/2 in.) sieve. The Contractor may combine two or more coarse aggregate sizes, consisting of CA-7, CA-11, CA-13, CA-14, and CA-16, provided a CA-7 or CA-11 is included in the blend."

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

"(d) Class BD Concrete. The maximum mortar factor shall be 0.86."

Add the following to Article 1103.17 of the Standard Specifications:

"(k) Fogging Equipment. Fogging equipment shall consist of a mechanically operated, pressurized system using a triple headed nozzle or an equivalent nozzle. The fogging nozzle shall be capable of producing a fine fog mist that will increase the relative humidity of the air just above the fresh concrete surface without accumulating any water on the concrete. The fogging equipment shall be mounted behind the roller and pan of finishing machine or on a separate foot bridge. Controls shall be designed to vary the volume of water flow, be easily accessible and immediately shut off the water when in the off position. Hand held fogging equipment will not be allowed."

80066

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 Shoulder	1020.13(a)(1)(2)(3)(4)(5) [3/ 5/]	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) [1/ 2/]	3	1020.13(c)
Driveway Median Curb Gutter Curb and Gutter Sidewalk Slope Wall	1020.13(a)(1)(2)(3)(4)(5) [4/ 5/]	3	1020.13(c) [16/]
Paved Ditch Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) [4/]	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) [2/]	3 [12/]	1020.13(c)
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 Foundation Seals	1020.13(a)(1)(2)(3)(4)(5) [4/ 6/]	7	1020.13(e)(1)(2)(3)
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 Piles Bridge Slabs Nelson Type Structural Member	1020.13(a)(3)(5) [9/ 10/]	As required. [13/]	504.06(c)(6), 1020.13(e)(2) [19/]
All Other Precast Items	1020.13(a)(3)(4)(5) [2/ 9/ 10/]	As required. [14/]	504.06(c)(6), 1020.13(e)(2) [19/]
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 7.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will 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 contact. 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.

80029

EPOXY COATING ON REINFORCEMENT (BDE)

Effective: April 1, 1997
Revised: January 1, 2003

For work outside the limits of bridge approach pavement, all references to epoxy coating in the Highway Standards and Standard Specifications for reinforcement, tie bars and chair supports will not apply for pavement, shoulders, curb, gutter, combination curb and gutter and median.

31578

EPOXY PAVEMENT MARKING (BDE)

Effective: January 1, 2001
Revised: August 1, 2003

Revise Article 1095.04(b) of the Standard Specifications to read:

"(b) The Epoxide Value (WPE) of Component A shall be tested according to ASTM D 1652 on a pigment free basis. The WPE shall not vary more than plus or minus 50 units of the qualification samples."

Revise Article 1095.04(c) of the Standard Specifications to read:

"(c) The Total Amine Value of Component B shall be tested according to ASTM D 2074. The Total Amine Value shall not vary more than plus or minus 50 units of the qualification samples."

Revise Article 1095.04(g) of the Standard Specifications to read:

"(g) The epoxy pavement marking material, when mixed in the proper mix ratio and applied at 0.35 mm to 0.41 mm (14 to 16 mils) wet film thickness and with the proper saturation of glass spheres, shall exhibit a dry no pick-up time of twenty minutes or less when tested according to ASTM D 711."

Revise Article 1095.04(m) of the Standard Specifications to read:

"(m) The glass beads meet the requirements of Article 1095.07 and the following:

(1) The first drop glass beads shall be tested by the standard visual method of large glass spheres adopted by the Department. The beads shall have a silane coating and meet the following sieve requirements.

Sieve Size	U.S. Standard Sieve Number	% Passing (by weight)
1.70 mm	12	95-100
1.40 mm	14	75-95
1.18 mm	16	10-47
1.00 mm	18	0-7
850 μm	20	0-5

(2) The second drop glass beads shall be Type B."

Revise the second sentence of the first paragraph of Article 1095.04(n) of the Standard Specifications to read:

"Subject the coated panel for 75 hours to accelerated weathering using the light and water exposure apparatus (fluorescent UV – condensation type) as specified in ASTM G 53 (equipped with UVB-313 lamps)."

80041

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

EXPANSION JOINTS (BDE)

Effective: August 1, 2003

Add the following paragraph after the second paragraph of Article 420.10(e) of the Standard Specifications:

"After the dowel bars are oiled, plastic expansion caps shall be secured to the bars maintaining a minimum expansion gap of 50 mm (2 in.) between the end of the bar and the end of the cap. The caps shall fit snuggly on the bar and the closed end shall be watertight. For expansion joints formed using dowel bar basket assemblies, the caps shall be installed on the alternating free ends of the bars. For expansion joints formed using a construction header, the caps shall be installed on the exposed end of each bar once the header has been removed and the joint filler material has been installed."

80103

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

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

"When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department's Freeze-Thaw Test."

80079

FURNISHED EXCAVATION (BDE)

Effective: August 1, 2002
Revised: November 1, 2004

Revise Article 204.01 of the Standard Specifications to read:

"**Description.** Borrow excavation and furnished excavation shall consist of excavating suitable materials obtained from locations approved by the Engineer and transporting the materials to various locations throughout the limits of the contract."

Revise Article 204.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Furnished excavation will be computed for payment in cubic meters (cubic yards) as follows:

Furnished Excavation = Embankment - [Suitable Excavation x (1 - Shrinkage Factor)]

Where:

Embankment = the volume of fill in its final position computed by the method of average end areas and based upon the existing ground line as shown on the plans except as noted in (1) and (2) below;

Suitable Excavation = earth excavation, rock excavation, and other on-site excavation suitable for use in embankments as shown in the Earthwork Schedule on the plans;

Shrinkage Factor = 0.25 unless otherwise shown on the plans.

(1) If the Contractor so requests, the Engineer will reestablish the existing ground line after the clearing and tree removal have been performed according to Section 201 and the top 150 mm (6 in.) of the existing ground surface has been disked and compacted to the satisfaction of the Engineer.

(2) If settlement platforms are erected, the Engineer will reestablish the existing ground line after the embankment is complete as specified in Article 204.07(a)(2).

Furnished excavation placed in excess of that required for the execution of the contract will not be measured for payment."

Add the following paragraph to the end of Article 204.07 of the Standard Specifications:

"The quantity for furnished excavation will not be recalculated when surplus, suitable materials are utilized in embankments according to Article 202.03."

80072

HAND VIBRATOR (BDE)

Effective: November 1, 2003

Add the following paragraph to Article 1103.17(a) of the Standard Specifications:

> "The vibrator shall have a non-metallic head for areas containing epoxy coated reinforcement. The head shall be coated by the manufacturer. The hardness of the non-metallic head shall be less than the epoxy coated reinforcement, resulting in no damage to the epoxy coating. Slip-on covers will not be allowed."

80054

IMPACT ATTENUATORS (BDE)

Effective: November 1, 2003

Description. This work shall consist of furnishing and installing impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

Item	Article/Section
(a) Fine Aggregate (Note 1)	1003.01
(b) Steel Posts, Structural Shapes, and Plates	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates	1006.25
(d) Bolts, Nuts, Washers and Hardware	1006.25
(e) Hollow Structural Tubing	1006.27(b)
(f) Wood Posts and Wood Blockouts	1007.01, 1007.02, 1007.06
(g) Preservative Treatment	1007.12

Note 1. Fine aggregate shall be FA-1 or FA-2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

CONSTRUCTION REQUIREMENTS

General. Impact attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list. Fully redirective and partially redirective attenuators shall also be designed for bi-directional impacts.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage. For sand modules, the perimeter of each module and the specified mass (weight) of sand in each module shall be painted on the surface of the base.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work, will be paid for at the contract unit price per each for IMPACT ATTENUATORS (FULLY REDIRECTIVE, NARROW); IMPACT ATTENUATORS (FULLY

REDIRECTIVE, WIDE); IMPACT ATTENUATORS (SEVERE USE, NARROW); IMPACT ATTENUATORS (SEVERE USE, WIDE); IMPACT ATTENUATORS (PARTIALLY REDIRECTIVE); or IMPACT ATTENUATORS (NON-REDIRECTIVE), of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

80109

LIME GRADATION REQUIREMENTS (BDE)

Effective: November 1, 2002

Revise Articles 1012.03(e) and 1012.04(e) of the Standard Specifications to modify the maximum percent retained on the 150 µm (No. 100) sieve from "25" to "30".

80081

MINIMUM LANE WIDTH WITH LANE CLOSURE (BDE)

Effective: January 1, 2005

Add the following paragraph after the eighth paragraph of Article 701.04(a) of the Standard Specifications.

"The minimum lane width adjacent to a closed lane during paving, patching, and other moving operations on freeways and expressways shall be a minimum of 3 m (10 ft). The 3 m (10 ft) shall be clear, unobstructed, and free of channelizing devices or other obstacles."

80137

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."

80138

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."

80116

PAVEMENT THICKNESS DETERMINATION FOR PAYMENT (BDE)

Effective: April 1, 1999
Revised: January 1, 2004

Description. This work shall consist of determining pavement thickness for payment for full depth bituminous concrete and all pcc pavements. Pavement pay items that individually contain at least 840 sq m (1000 sq yd) of contiguous pavement will be subject to this Special Provision with the following exclusions: temporary pavements; variable width pavement; radius returns and side streets less than 125 m (400 ft) in length; and turn lanes of constant width less than 125 m (400 ft) in length. The areas of pavement excluded from the pay adjustment as described in this Special Provision will be cored according to Article 407.10 of the Standard Specifications. Temporary pavements are defined as pavements constructed and removed under this contract.

Materials. Rapid set materials shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitous Materials For Concrete Repairs. Coarse aggregate may be added to the mortar if allowed by the manufacturer's instructions on the package. Mixing shall be according to the manufacture's recommendations.

Equipment. Cores shall be taken utilizing an approved coring machine. The cores shall have a diameter of 50 mm (2 in.). The cores shall be measured utilizing an approved measuring device.

CONSTRUCTION REQUIREMENTS

Tolerance in Thickness. Determination of the pavement thickness shall be performed after the pavement surface tests and all corrective grinding are complete according to Article 407.09 of the Standard Specifications. Adjustments made in the contract unit price for pavement thickness will be in addition to and independent of those made for the Profile Index.

The pavement will be divided into approximately equal lots of not more than 1500 m (5000 ft) in length. When the length of a continuous strip of pavement is less than 1500 m (5000 ft), these short lengths of pavement, ramps, turn lanes, and other short sections of continuous pavement shall be grouped together to form lots of approximately 1500 m (5000 ft) in length. Short segments between structures will be measured continuously with the structure segments omitted. Each lot will be subdivided into ten equal sublots. The width of a sublot and lot will be the width from the pavement edge to the adjacent lane line, from one lane line to the next, or between pavement edges for single-lane pavements.

Fifty millimeter (Two inch) cores shall be taken from the pavement by the Contractor at random locations selected by the Engineer. When computing the thickness of a lot, one core will be taken per sublot. Core locations will be specified by the Engineer prior to beginning the coring operations.

The Contractor and the Engineer shall witness the coring operations, the measurement, and recording of the cores. Core measurements will be determined immediately upon removal from

the core bit and prior to moving to the next core location. Upon concurrence of the length, the core samples may be discarded.

Patching Holes. Upon completion of coring, all core holes shall be filled with a rapid set mortar or concrete. Only enough water to permit placement and consolidation by rodding shall be used, and the material shall be struck-off flush with the adjacent pavement.

For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume; or a packaged rapid set mortar shall be used. For a rapid set concrete mixture, a packaged rapid set mortar shall be combined with coarse aggregate according to the manufacturer's instructions or a packaged rapid set concrete shall be used. Mixing of a rapid set mortar or concrete shall be according to the manufacturer's instructions.

Deficient Sublot. When the thickness of the core in a sublot is deficient by more than ten percent of plan thickness, the Contractor will have the option of taking three additional cores selected at random by the Engineer within the same sublot at the Contractor's expense. The thickness of the additional three cores will be averaged with the original core thickness. When the average thickness shows the sublot to be deficient by ten percent or less, no additional action is necessary. If the Contractor chooses not to take additional cores, the pavement in the sublot shall be removed and replaced at the Contractor's expense. When additional cores are taken and the average thickness of the additional cores show the sublot to be deficient by more than ten percent, the pavement in that sublot shall be removed and replaced at the Contractor's expense. When requested in writing by the Contractor, the Engineer, at his/her option, may permit in writing such thin pavement to remain in place. For Bituminous Concrete Pavement (Full Depth) allowed to remain in place, additional lift(s) may be placed, at the Contractor's expense, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The material thickness(es), areas to be overlaid, and method of placement used for additional lift(s) will be approved by the Engineer. When the thin pavement is removed and replaced or additional lifts are placed, the replacement pavement will be retested for thickness at the Contractor's expense. When the thin pavement is left in place and no additional lift(s) are placed, no payment will be made for the deficient pavement sublot. The thickness of the original core taken in the sublot will be used in determining the payment for the entire lot and no adjustment to the pay factor will be made for any corrective action taken.

Deficient Lot. After analyzing the cores, the Percent Within Limits will be calculated. A lot of pavement represented by the Percent Within Limits (PWL) of 60 percent or less, shall be removed and replaced at the Contractor's expense. When requested in writing by the Contractor, the Engineer, at his/her option, may permit in writing such pavement to remain in place. For Bituminous Concrete Pavement (Full Depth), allowed to remain in place, additional lift(s) may be placed, at the Contractor's expense, to bring the deficient pavement to plan thickness when the Engineer determines grade control conditions will permit such lift(s). The material, thickness(es), areas to be overlaid and method of placement used for the additional lift(s) will be approved by the Engineer. After either corrective action, the Contractor shall core the lot according to the "Coring Procedures" at no additional cost to the Department. The PWL will then be recalculated for the lot, however, the pay factor for the lot will be a maximum of 100 percent. When requested in writing by the Contractor, the Engineer, at his/her option, may

permit in writing, the lot to remain in place. When the lot is left in place and no additional lifts are placed the pay factor for the lot will be based on the calculated PWL.

Right of Discovery. When the Engineer has reason to believe the random core selection process will not accurately represent the true conditions of the work, he/she may order cores in addition to those specified. The additional cores shall be taken at specific locations determined by the Engineer. The Engineer will provide notice to the Contractor containing an explanation of the reasons for his/her action. These additional cores and locations will be determined prior to commencement of coring operations. When the additional cores show the pavement to be deficient by more than ten percent, additional cores shall be taken at locations determined by the Engineer to determine the limits of the deficient pavement area. The deficient pavement area will be defined as the area between two acceptable cores. An acceptable core is a core with a thickness of 90 percent or more of plan thickness. The defined pavement area shall be removed and replaced at the Contractor's expense. When requested by the Contractor, the Engineer, at his/her option, may permit in writing such thin pavement to remain in place. On Bituminous Concrete Pavement (Full Depth) allowed to remain in place, additional lift(s) may be placed to bring the deficient pavement to plan thickness when the Engineer determines that grade control conditions will permit such lift(s). The material, thickness(es), areas to be overlaid and method of placement for the additional lift(s) will be approved by the Engineer. When the thin pavement is removed and replaced or additional lifts are placed, the replacement pavement will be retested for thickness at the Contractor's expense. When the thin pavement is left in place and no additional lift(s) are placed, no payment will be made for the deficient pavement. When the additional cores show the pavement to be deficient by ten percent or less the additional cores will be paid for according to Article 109.04. When the additional cores show the pavement to be deficient by more than ten percent the additional cores taken in the deficient area shall be at the Contractor's expense.

Profile Index Adjustment. After any section of pavement is removed and replaced or any additional lifts are added, the corrected areas shall be tested for pavement smoothness and any necessary Profile Index adjustments and/or corrections will be made based on these final profile readings. Such surface testing shall be performed at the Contractor's expense.

Core Analysis. Cores will be analyzed according to the following:

(a) Definition:

x_i = Individual values (core lengths) under consideration
n = Number of individual values under consideration (10 per lot)

$\bar{x}$ = Average of the values under consideration
LSL = Lower Specification Limit (LSL = 0.98 plan thickness for pavement)
Q_L = Lower Quality Index
S = Sample Standard Deviation
PWL = Percent Within Limits

Determine $\bar{x}$ for the lot to the nearest two decimal places.

Compute the sample standard deviation to the nearest three decimal places using:

$$S = \sqrt{\frac{\sum\left(x_i - \bar{x}\right)^2}{n-1}} \quad \text{where} \quad \Sigma(x_i - \bar{x})^2 = (x_1 - \bar{x})^2 + (x_2 - \bar{x})^2 + \ldots + (x_{10} - \bar{x})^2$$

Determine the Lower Quality Index to the nearest two decimal places using:

$$Q_L = \frac{\left(\bar{x} - LSL\right)}{S}$$

Determine the percentage that will fall above the Lower Specification Limit (LSL) by going to the attached Table and utilizing calculated Q_L. Read the appropriate PWL value from the Table. For Q_L values less than zero the value shown in the table must be subtracted from 100 to obtain PWL.

Pay Adjustment. The following pay adjustment equation will be used to determine (to the nearest two decimal places) the pay factor for each lot.

Pay Factor (PF) in percent = 55 + 0.5 (PWL)

If $\bar{x}$ for a lot is less than the plan thickness, the maximum pay factor for that lot will be 100 percent.

Total Payment. The payment will be based on the appropriate pay items in Sections 407, 420, and 421. The final payment will be adjusted according to the following equation:

Total Payment = TPF[CUP (TOTPAVT - DEFPAVT)]

TPF = Total Pay Factor
CUP = Contract Unit Price
TOTPAVT = Area of Pavement Subject to Coring
DEFPAVT = Area of Deficient Pavement

The TPF for the entire pavement will be the average of the PF for all the lots, however, not more than 102 percent of plan quantity will be paid.

Deficient pavement is defined as an area of pavement represented by a sublot deficient by more than 10 percent which is left in place with no additional thickness added.

All work involved in determining the total payment will be included in the contract unit prices of the pay items involved.

53600

Percent Within Limits

Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)	Quality Index (Q)*	Percent in Limits (PWL)
0.00	50.00	.040	65.07	0.80	78.43	1.20	88.76	1.60	95.46	2.00	98.83	2.40	99.89
0.01	50.38	0.41	65.43	0.81	78.72	1.21	88.97	1.61	95.58	2.01	98.88	2.41	99.90
0.02	50.77	0.42	65.79	0.82	79.02	1.22	89.17	1.62	95.70	2.02	98.92	2.42	99.91
0.03	51.15	0.43	66.15	0.83	79.31	1.23	89.38	1.63	95.81	2.03	98.97	2.43	99.91
0.04	51.54	0.44	66.51	0.84	79.61	1.24	89.58	1.64	95.93	2.04	99.01	2.44	99.92
0.05	51.92	0.45	66.87	0.85	79.90	1.25	89.79	1.65	96.05	2.05	99.06	2.45	99.93
0.06	52.30	0.46	67.22	0.86	80.19	1.26	89.99	1.66	96.16	2.06	99.10	2.46	99.94
0.07	52.69	0.47	67.57	0.87	80.47	1.27	90.19	1.67	96.27	2.07	99.14	2.47	99.94
0.08	53.07	0.48	67.93	0.88	80.76	1.28	90.38	1.68	96.37	2.08	99.18	2.48	99.95
0.09	53.46	0.49	68.28	0.89	81.04	1.29	90.58	1.69	96.48	2.09	99.22	2.49	99.95
0.10	53.84	0.50	68.63	0.90	81.33	1.30	90.78	1.70	96.59	2.10	99.26	2.50	99.96
0.11	54.22	0.51	68.98	0.91	81.61	1.31	90.96	1.71	96.69	2.11	99.29	2.51	99.96
0.12	54.60	0.52	69.32	0.92	81.88	1.32	91.15	1.72	96.78	2.12	99.32	2.52	99.97
0.13	54.99	0.53	69.67	0.93	82.16	1.33	91.33	1.73	96.88	2.13	99.36	2.53	99.97
0.14	55.37	0.54	70.01	0.94	82.43	1.34	91.52	1.74	96.97	2.14	99.39	2.54	99.98
0.15	55.75	0.55	70.36	0.95	82.71	1.35	91.70	1.75	97.07	2.15	99.42	2.55	99.98
0.16	56.13	0.56	70.70	0.96	82.97	1.36	91.87	1.76	97.16	2.16	99.45	2.56	99.98
0.17	56.51	0.57	71.04	0.97	83.24	1.37	92.04	1.77	97.25	2.17	99.48	2.57	99.98
0.18	56.89	0.58	71.38	0.98	83.50	1.38	92.22	1.78	97.33	2.18	99.50	2.58	99.99
0.19	57.27	0.59	71.72	0.99	83.77	1.39	92.39	1.79	97.42	2.19	99.53	2.59	99.99
0.20	57.65	0.60	72.06	1.00	84.03	1.40	92.56	1.80	97.51	2.20	99.56	2.60	99.99
0.21	58.03	0.61	72.39	1.01	84.28	1.41	92.72	1.81	97.59	2.21	99.58	2.61	99.99
0.22	58.40	0.62	72.72	1.02	84.53	1.42	92.88	1.82	97.67	2.22	99.61	2.62	99.99
0.23	58.78	0.63	73.06	1.03	84.79	1.43	93.05	1.83	97.75	2.23	99.63	2.63	100.00
0.24	59.15	0.64	73.39	1.04	85.04	1.44	93.21	1.84	97.83	2.22	99.66	2.64	100.00
0.25	59.53	0.65	73.72	1.05	85.29	1.45	93.37	1.85	97.91	2.25	99.68	≥ 2.65	100.00
0.26	59.90	0.66	74.04	1.06	85.53	1.46	93.52	1.86	97.98	2.26	99.70		
0.27	60.28	0.67	74.36	1.07	85.77	1.47	93.67	1.87	98.05	2.27	99.72		
0.28	60.65	0.68	74.69	1.08	86.02	1.48	93.83	1.88	98.11	2.28	99.73		
0.29	61.03	0.69	75.01	1.09	86.26	1.49	93.98	1.89	98.18	2.29	99.75		
0.30	61.40	0.70	75.33	1.10	86.50	1.50	94.13	1.90	98.25	2.30	99.77		
0.31	61.77	0.71	75.64	1.11	86.73	1.51	94.27	1.91	98.31	2.31	99.78		
0.32	62.14	0.72	75.96	1.12	86.96	1.52	94.41	1.92	98.37	2.32	99.80		
0.33	62.51	0.73	76.27	1.13	87.20	1.53	94.54	1.93	98.44	2.33	99.81		
0.34	62.88	0.74	76.59	1.14	87.43	1.54	94.68	1.94	98.50	2.34	99.83		
0.35	63.25	0.75	76.90	1.15	87.66	1.55	94.82	1.95	98.56	2.35	99.84		
0.36	63.61	0.76	77.21	1.16	87.88	1.56	94.95	1.96	98.61	2.36	99.85		
0.37	63.98	0.77	77.51	1.17	88.10	1.57	95.08	1.97	98.67	2.37	99.86		
0.38	64.34	0.78	77.82	1.18	88.32	1.58	95.20	1.98	98.72	2.38	99.87		
0.39	64.71	0.79	78.12	1.19	88.54	1.59	95.33	1.99	98.78	2.39	99.88		

*For Q values less than zero, subtract the table value from 100 to obtain PWL

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 2 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

PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2006

Revise the first and second paragraphs of Article 253.14 of the Standard Specifications to read:

"**253.14 Period of Establishment.** Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor."

Revise Article 253.16 of the Standard Specifications to read:

"**253.16 Method of Measurement.** This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants."

Revise Article 253.17 of the Standard Specifications to read:

"**253.17 Basis of Payment.** This work will be paid for at the contract unit price per each for TREES, SHRUBS, and VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

(a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.

(b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid."

80148

PLASTIC BLOCKOUTS FOR GUARDRAIL (BDE)

Effective: November 1, 2004

Add the following to Article 630.02 of the Standard Specifications:

"(h) Plastic Blockouts (Note 1.)

Note 1. Plastic blockouts, 150 mm (6 in.) deep, may be used in lieu of 150 mm (6 in.) deep wood block-outs for steel plate beam guardrail. The plastic blockouts shall be on the Department's approved list."

80134

POLYMER MODIFIED EMULSIFIED ASPHALT (BDE)

Effective: November 1, 2002

Add the following to Article 1009.07 of the Standard Specifications: (insert it before the table on page 853 which begins, "The different grades are, in general, used for the following:")

"(f) Polymer Modified Emulsified Asphalt. Polymer modified emulsified asphalts shall be either anionic (SS-1hP) or cationic (CSS-1hP). They shall meet the SS-1h requirements of Article 1009.07(a) or the CSS-1h requirements of Article 1009.07(b) respectively, with the following exceptions for both types:

(1) The emulsified asphalt shall be modified with a styrene-butadiene diblock or triblock copolymer, or a styrene butadiene rubber.

(2) The cement mixing and ductility tests will be waived.

(3) Upon examination of the storage stability test cylinder after standing undisturbed for 24 hours, the surface shall show no white, milky colored substance and shall be a homogeneous brown color throughout.

(4) The distillation for polymer modified emulsion shall be performed according to AASHTO T 59 except the temperature shall be 190 +/- 5 °C (374 +/- 9 °F) and measured using an ASTM 16C (16F) thermometer.

(5) The residue from distillation shall have a minimum elastic recovery value of 30 percent when tested according to AASHTO T 301. The specified temperature shall be 4.0 +/- 0.5 °C (39.2 +/- 1.0 °F)."

Add the following grades "for tack or fog seal" to the table at the end of Article 1009.07 of the Standard Specifications which begins, "The different grades are, in general, used for the following:"

"SS-1hP, CSS-1hP"

80073

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

PRECAST CONCRETE PRODUCTS (BDE)

Effective: July 1, 1999
Revised: November 1, 2004

Product Approval. Precast concrete products shall be produced according to the Department's current Policy Memorandum, "Quality Control/Quality Assurance Program for Precast Concrete Products". The Policy Memorandum applies to precast concrete products listed under the Products Key of the "Approved List of Certified Precast Concrete Producers".

Precast Concrete Box Culverts. Add the following sentence to the end of the fourth paragraph of Article 540.06:

"After installation, the interior and exterior joint gap between precast concrete box culvert sections shall not exceed 38 mm (1 1/2 in.)."

Portland Cement Replacement. For precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or ground granulated blast-furnace (GGBF) slag shall be governed by the AASHTO or ASTM standard specification referenced in the Standard Specifications.

For all other precast concrete products using Class PC concrete or other mixtures, portland cement replacement with fly ash or GGBF slag shall be approved by the Engineer. Class F fly ash shall not exceed 15 percent by mass (weight) of the total portland cement and Class F fly ash. Class C fly ash shall not exceed 20 percent by mass (weight) of the total portland cement and Class C fly ash. GGBF slag shall not exceed 25 percent by mass (weight) of the total portland cement and GGBF slag.

Concrete mix designs, for precast concrete products, shall not consist of portland cement, fly ash and GGBF slag.

Ready-Mixed Concrete. Delete the last paragraph of Article 1020.11(a) of the Standard Specifications.

Shipping. When a precast concrete product has attained the specified strength, the earliest the product may be loaded, shipped, and used is on the fifth calendar day. The first calendar day shall be the date casting was completed.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract.

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PRECAST, PRESTRESSED CONCRETE MEMBERS (BDE)

Effective: April 1, 2004

Revise the tables, "Maximum Allowable Dimensional Tolerances for Precast, Prestressed I-beams and Bulb T-beams" in Article 504.06(d) of the Standard Specifications to read:

"Maximum Allowable Dimensional Tolerances for Precast, Prestressed Concrete I-Beams and Bulb T-Beams

	mm
Depth (flanges, web and fillets)	± 5
Depth (overall)	+ 5 to - 3
Width (flanges and fillets)	± 5
Width (web)	+ 5 to - 3
Length	± 3 per 3 m, max. + 15 to - 20
Square Ends (deviation from square)	± 5
Skew Ends (deviation from tangent offset)	± 5
Side Insert (spacing between centers of inserts and from the centers of inserts to the ends of the beams)	± 15
Bearing Plates (spacing between the centers of bearing plates)	±15
Bearing Plate (spacing between the centers of bearing plates to the ends of the beams)	± 5
Bearing Plate or Bearing Area (variation from a true horizontal plane or from a plane surface when tested with a straightedge)	± 2
Stirrup Bars (extension above top of the beam)	0 to - 10
Stirrup Bars longitudinal spacing	
Within a distance equal to the depth of the member and measured from the end of the member	+ 25
In all other locations	+ 50
The number of stirrups shall not be less than the required number in each length. Additional stirrups may be added when the maximum allowable tolerance is exceeded provided the minimum clearance between stirrups is not less than 50 mm.	
End Stirrup Bars - not more than 50 mm from the end of the beam	
Horizontal Alignment (deviation from a straight line parallel to the centerline of the beam)	± 3 per 3 m, max. ± 30

Maximum Allowable Dimensional Tolerances For Precast, Prestressed Concrete I-Beams and Bulb T-Beams (English)	in.
Depth (flanges, web and fillets)	± 1/4
Depth (overall)	+ 1/4 to - 1/8
Width (flanges and fillets)	± 1/4
Width (web)	+ 1/4 to - 1/8
Length	± 1/8 per 10', max. + 1/2 to - 3/4
Square Ends (deviation from square)	± 1/4
Skew Ends (deviation from tangent offset)	± 1/4
Side Insert (spacing between centers of inserts and from the centers of inserts to the ends of the beams)	± 1/2
Bearing Plates (spacing between the centers of bearing plates)	± 1/2
Bearing Plate (spacing between the centers of bearing plates to the ends of the beams)	± 1/4
Bearing Plate or Bearing Area (variation from a true horizontal plane or from a plane surface when tested with a straightedge)	± 1/16
Stirrup Bars (extension above top of the beam)	0 to - 3/8
Stirrup Bars longitudinal spacing	
Within a distance equal to the depth of the member and measured from the end of the member	+ 1
In all other locations	+ 2
The number of stirrups shall not be less than the required number in each length. Additional stirrups may be added when the maximum allowable tolerance is exceeded provided the minimum clearance between stirrups is not less than 2 in.	
End Stirrup Bars - not more than 2" from the end of the beam	
Horizontal Alignment (deviation from a straight line parallel to the centerline of the beam)	± 1/8 per 10 ft, max. ± 1 1/4"

80120

PREFORMED RECYCLED RUBBER JOINT FILLER (BDE)

Effective: November 1, 2002

Revise Article 503.02(c) of the Standard Specifications to read:

"(c) Preformed Expansion Joint Filler.....1051"

Revise Article 637.02(d) of the Standard Specifications to read:

"(d) Preformed Expansion Joint Filler.....1051"

Add the following Article to Section 1051 of the Standard Specifications:

"1051.10 Preformed Recycled Rubber Joint Filler. Preformed recycled rubber joint filler shall consist of ground tire rubber, free of steel and fabric, combined with ground scrap or waste polyethylene. It shall not have a strong hydrocarbon or rancid odor and shall meet the physical property requirements of ASTM D 1752. Water absorption by volume shall not exceed 5.0 percent."

80084

PUBLIC CONVENIENCE AND SAFETY (BDE)

Effective: January 1, 2000

Add the following paragraph after the fourth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

80015

RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000
Revised: April 1, 2002

Revise Article 1004.07 to read:

"**1004.07 RAP Materials.** RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

(a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.

(1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.

(2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).

(3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).

Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.

(4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.

(b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

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

(d) Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

For testing existing stockpiles, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to extract representative samples throughout the pile for testing.

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

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
25 mm (1 in.)		± 5%
12.5 mm (1/2 in.)	± 8%	± 15%
4.75 mm (No. 4)	± 6%	± 13%
2.36 mm (No. 8)	± 5%	
1.18 mm (No. 16)		± 15%
600 µm (No. 30)	± 5%	
75 µm (No. 200)	± 2.0%	± 4.0%
AC	± 0.4%	± 0.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt content test results fall outside the appropriate tolerances, the RAP will not be allowed to be used in the Department's bituminous concrete mixtures unless the RAP representing the failing tests is removed from the stockpile to the satisfaction of the Engineer. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

(e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile

and design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

(f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous mixture being produced.

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

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

80011

REINFORCEMENT BARS (BDE)

Effective: November 1, 2005
Revised: November 2, 2005

Revise Article 1006.10(a) of the Supplemental Specifications to read:

"(a) Reinforcement Bars. Reinforcement bars will be accepted according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reinforcement Bar and Dowel Bar Plant Certification Procedure". The Department will maintain an approved list of producers.

(1) Reinforcement Bars (Non-Coated). Reinforcement bars shall be according to ASTM A 706M (A 706), Grade 420 (60) for deformed bars and the following.

a. Chemical Composition. The chemical composition of the bars shall be according to the following table.

CHEMICAL COMPOSITION		
Element [1/]	Heat Analysis (% maximum)	Product Analysis (% maximum)
Carbon	0.30	0.33
Manganese	1.50	1.56
Phosphorus	0.035	0.045
Sulfur	0.045	0.055
Silicon	0.50	0.55
Nickel	[2/]	[2/]
Chromium	[2/]	[2/]
Molybdenum	[2/]	[2/]
Copper	[2/]	[2/]
Titanium	[2/]	[2/]
Vanadium	[2/]	[2/]
Columbium	[2/]	[2/]
Aluminum	[2/, 3/]	[2/, 3/]
Tin [4/]	0.040	0.044

Note 1/. The bars shall not contain any traces of radioactive elements.

Note 2/. There is no composition limit but the element must be reported.

Note 3/. If aluminum is not an intentional addition to the steel for deoxidation or killing purposes, residual aluminum content need not be reported.

Note 4/. If producer bar testing indicates an elongation of 15 percent or more and passing of the bend test, the tin composition requirement may be waived.

b. Heat Numbers. Bundles or bars at the construction site shall be marked or tagged with heat identification numbers of the bar producer.

c. Guided Bend Test. Bars may be subject to a guided bend test across two pins which are free to rotate, where the bending force shall be centrally applied with a fixed or rotating pin of a certain diameter as specified in Table 3 of ASTM A 706M (A 706). The dimensions and clearances of this guided bend test shall be according to ASTM E 190.

d. Spiral Reinforcment. Spiral reinforcement shall be deformed or plain bars conforming to the above requirements or cold-drawn steel wire conforming to AASHTO M 32.

(2) Epoxy Coated Reinforcement Bars. Epoxy coated reinforcement bars shall be according to Article 1006.10(a)(1) and shall be epoxy coated according to AASHTO M 284M (M 284) and the following.

a. Certification. The epoxy coating applicator shall be certified under the Concrete Reinforcing Steel Institute's (CRSI) Epoxy Plant Certification Program.

b. Coating Thickness. The thickness of the epoxy coating shall be 0.18 to 0.30 mm (7 to 12 mils). When spiral reinforcment is coated after fabrication, the thickness of the epoxy coating shall be 0.18 to 0.50 mm (7 to 20 mils).

c. Cutting Reinforcement. Reinforcement bars may be sheared or sawn to length after coating, providing the end damage to the coating does not extend more than 13 mm (0.5 in.) back and the cut is patched before any visible rusting appears. Flame cutting will not be permitted."

80151

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 Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass*	70 (60) 20 (20) 20 (20) 20 (20) 70 (60)
2A	Salt Tolerant Roadside Mixture 7/	Alta Fescue or Ky 31 Perennial Ryegrass Audubon Red Fescue Rescue 911 Hard Fescue Fults Salt Grass 1/	70 (60) 20 (20) 20 (30) 20 (30) 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 Buchloe Dactyloides	30%
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

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)

Effective: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for cast-in-place concrete construction items involving Class MS and SI concrete. Self-consolidating concrete may also be used for drilled shafts.

Materials. Materials shall be according to the following.

(a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

(1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.

(2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7, and 28 days.

(3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.

(4) The relative durability factor of the test concrete shall be a minimum 80 percent.

(b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

Aggregate Blend Expansion = (a/100 x A) + (b/100 x B) + (c/100 x C) + ...etc.

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. Article 1020.04 of the Standard Specifications shall apply except as follows:

(a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd). The cement factor shall not be reduced if a water-reducing, retarding, or high range water-reducing admixture is used.

(b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.

(c) The slump requirements shall not apply.

(d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used for drilled shafts or when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.

(e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.

(f) The visual stability index shall be a maximum of 1.

(g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.

(h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.

(i) The column segregation index shall be a maximum 15 percent.

(j) The hardened visual stability index shall be a maximum of 1.

Test Methods. Illinois Test Procedures SCC-1, SCC-2, SCC-3, SCC-4, SCC-5, SCC-6, and Illinois Modified AASHTO T 22, 23, 121, 126, 141, 152, 177, 196, and 309 shall be used for testing of self-consolidating concrete mixtures.

Mix Design Submittal. The Contractor's Level III PCC Technician shall submit a mix design according to the "Portland Cement Concrete Level III Technician" course manual, except target slump information is not applicable and will not be required. However, a slump flow target range

shall be submitted. In addition, the design mortar factor may exceed 1.10 and durability test data will be waived.

A J-ring value shall be submitted if a lower mix design maximum will apply. An L-box blocking ratio shall be submitted if a higher mix design minimum will apply. The Contractor shall also indicate applicable construction items for the mix design.

Trial mixture information will also be required by the Engineer. A trial mixture is a batch of concrete tested by the Contractor to verify the Contractor's mix design will meet specification requirements. Trial mixture information shall include test results as specified in the "Portland Cement Concrete Level III Technician" course manual. Test results shall also include slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index. For the trial mixture, the slump flow shall be near the midpoint of the proposed slump flow target range.

Trial Batch. A minimum 1.5 cu m (2 cu yd) trial batch shall be produced, and the self-consolidating concrete admixture dosage proposed by the Contractor shall be used. The slump flow shall be within 25 mm (1.0 in.) of the maximum slump flow range specified by the Contractor, and the air content shall be within the top half of the allowable specification range.

The trial batch shall be scheduled a minimum of 21 calendar days prior to anticipated use, and shall be performed in the presence of the Engineer.

The Contractor shall provide the labor, equipment, and materials to test the concrete. The mixture will be evaluated by the Engineer for strength, air content, slump flow, visual stability index, J-ring value, L-box blocking ratio, column segregation index, and hardened visual stability index.

Upon review of the test data from the trial batch, the Engineer will verify or deny the use of the mix design and notify the Contractor. Verification by the Engineer will include the Contractor's target slump flow range. If applicable, the Engineer will verify the Contractor's maximum J-ring value and minimum L-box blocking ratio.

A new trial batch will be required whenever there is a change in the source of any component material, proportions, dosage of the self-consolidating concrete admixture, batch sequence, mixing speed, mixing time, or as determined by the Engineer. The testing criteria for the new trial batch will be determined by the Engineer.

When necessary, the trial batches shall be disposed of according to Article 202.03 of the Standard Specifications.

Mixing Portland Cement Concrete. In addition to Article 1020.11 of the Standard Specifications, the mixing time for central-mixed concrete shall not be reduced as a result of a mixer performance test. Truck-mixed or shrink-mixed concrete shall be mixed in a truck mixer for a minimum of 100 revolutions.

Wash water, if used, shall be completely discharged from the drum or container before the succeeding batch is introduced.

The batch sequence, mixing speed, and mixing time shall be appropriate to prevent cement balls and mix foaming for central-mixed, truck-mixed, and shrink-mixed concrete.

Falsework and Forms. In addition to Articles 503.05 and 503.06 of the Standard Specifications, the Contractor shall design falsework and forms for full hydrostatic head pressure of the concrete. Forms shall be tight to prevent leakage of fluid concrete.

Placing and Consolidating. Concrete placement and consolidations shall be according to Article 503.07 of the Standard Specifications except as follows:

Revise the third paragraph of Article 503.07 of the Standard Specifications to read:

"Open troughs and chutes shall extend as nearly as practicable to the point of deposit. The drop distance of concrete shall not exceed 1.5 m (5 ft). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 9 m (30 ft), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

Delete the sixth, seventh, eighth and ninth paragraphs of Article 503.07 of the Standard Specifications.

Revise the eleventh paragraph of Article 503.07 of the Standard Specifications to read:

"Concrete shall be placed in continuous layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. In order that the concrete will not be injured and that there shall be no line of separation between the batches, the separate batches shall follow each other closely as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time between the placing of successive batches be greater than 20 minutes. Concrete shall be rodded with a piece of lumber or conduit if the material has lost its fluidity prior to placement of additional concrete. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer. If ready-mixed concrete is used, the requirements of Article 1020.11 shall apply. Delivery of mixed concrete shall be regulated so that there will not be an interruption in the placing of concrete in the forms, as recommended by the manufacturer of the self-consolidating concrete admixture(s). In no case shall the interval of time be greater than 20 minutes."

Quality Control by Contractor at Plant. The specified test frequencies for aggregate gradation, aggregate moisture, air content, unit weight/yield, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The column segregation index test and hardened visual stability index test will not be required to be performed at the plant.

Quality Control by Contractor at Jobsite. The specified test frequencies for air content, strength, and temperature shall be performed as indicated in the contract plans.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed on the first two truck deliveries of the day, and every 40 cu m (50 cu yd) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The column segregation index test will not be required to be performed at the jobsite. The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 230 cu m (300 cu yd) thereafter. Slump flow, visual stability index, J-ring value or L-box blocking ratio, air content, and concrete temperature shall be recorded for each hardened visual stability index test.

The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.

If mix foaming or other potential detrimental material is observed during placement or at the completion of the pour, the material shall be removed while the concrete is still plastic.

Quality Assurance by Engineer at Plant. For air content and aggregate gradation, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, and J-ring or L-box tests, quality assurance independent sample testing and split sample testing will be performed as determined by the Engineer.

Quality Assurance by Engineer at Jobsite. For air content and strength, quality assurance independent sample testing and split sample testing will be performed as indicated in the contract plans.

For slump flow, visual stability index, J-ring or L-box, and hardened visual stability index tests, quality assurance independent sample testing will be performed as determined by the Engineer.

For slump flow and visual stability index quality assurance split sample testing, the Engineer will perform tests at the beginning of the project on the first three tests performed by the Contractor. Thereafter, a minimum of ten percent of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design. The acceptable limit of precision will be 25 mm (1 in.) for slump flow, and a limit of precision will not apply to the visual stability index.

For the J-ring or the L-box quality assurance split sample testing, a minimum of 80 percent of the total tests required of the Contractor will be witnessed by the Engineer per plant, which will

include a minimum of one witnessed test per mix design. The Engineer reserves the right to conduct quality assurance split sample testing. The acceptable limit of precision will be 25 mm (1 in.) for the J-ring value and ten percent for the L-box blocking ratio.

For each hardened visual stability index test performed by the Contractor, the cut cylinders shall be presented to the Engineer for determination of the rating. The Engineer reserves the right to conduct quality assurance split sample testing. A limit of precision will not apply to the hardened visual stability index.

80152

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)

Effective: July 1, 2004
Revised: November 1, 2005

Definition. Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation.

Usage. Self-consolidating concrete may be used for precast concrete products.

Materials. Materials shall be according to the following.

(a) Self-Consolidating Admixtures. The self-consolidating admixture system shall consist of either a high range water-reducing admixture only or a high range water-reducing admixture combined with a separate viscosity modifying admixture. The one or two component admixture system shall be capable of producing a concrete that can flow around reinforcement and consolidate under its own weight without additional effort and without segregation.

The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F.

The viscosity modifying admixture will be evaluated according to the test methods and mix design proportions referenced in AASHTO M 194, except the following physical requirements shall be met:

(1) For initial and final set times, the allowable deviation of the test concrete from the reference concrete shall not be more than 1.0 hour earlier or 1.5 hours later.

(2) For compressive and flexural strengths, the test concrete shall be a minimum of 90 percent of the reference concrete at 3, 7 and 28 days.

(3) The length change of the test concrete shall be a maximum 135 percent of the reference concrete. However, if the length change of the reference concrete is less than 0.030 percent, the length change of the test concrete shall be a maximum 0.010 percentage units greater than the reference concrete.

(4) The relative durability factor of the test concrete shall be a minimum 80 percent.

(b) Fine Aggregate. A fine aggregate used alone in the mix design shall not have an expansion greater than 0.30 percent per ASTM C 1260. For a blend of two or more fine aggregates, the resulting blend shall not have an expansion greater than 0.30 percent.

The aggregate blend expansion will be calculated as follows:

Aggregate Blend Expansion = (a/100 x A) + (b/100 x B) + (c/100 x C) + ...etc.

Where: a, b, c, ... = percent of aggregate blend
A, B, C, ... = aggregate expansion according to ASTM C 1260

Mix Design Criteria. The mix design criteria shall be as follows:

(a) The minimum cement factor shall be according to Article 1020.04 of the Standard Specifications or as specified. The maximum cement factor shall be 418 kg/cu m (7.05 cwt/cu yd).

(b) The maximum allowable water/cement ratio shall be according to Article 1020.04 of the Standard Specifications or 0.44, whichever is lower.

(c) The slump requirements of Article 1020.04 of the Standard Specifications shall not apply.

(d) The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 shall not be used when the Engineer approves a horizontal flow distance greater than 9 m (30 ft). The fine aggregate proportion shall be a maximum 50 percent by mass (weight) of the total aggregate used.

(e) The slump flow range shall be ± 50 mm (± 2 in.) of the Contractor target value, and within the overall Department range of 510 mm (20 in.) minimum to 710 mm (28 in.) maximum.

(f) The visual stability index shall be a maximum of 1.

(g) The J-ring value shall be a maximum of 100 mm (4 in.). The Contractor may specify a lower maximum in the mix design.

(h) The L-box blocking ratio shall be a minimum of 60 percent. The Contractor may specify a higher minimum in the mix design.

(i) The column segregation index shall be a maximum 15 percent.

(j) The hardened visual stability index shall be a maximum of 1.

Mix Design Approval. The Contractor shall obtain mix design approval according to the Department's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products".

80132

SHOULDER STABILIZATION AT GUARDRAIL (BDE)

Effective: January 1, 2005

Revise the last sentence of the second paragraph of Article 630.06 of the Standard Specifications to read:

"The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

Replace the last sentence of the third paragraph of Article 630.06 of the Standard Specifications with the following:

"Guardrail posts shall be driven through holes cored in the completed shoulder stabilization. The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

Add the following paragraph to the end of Article 630.06 of the Standard Specifications:

"When driving guardrail posts through existing shoulders, shoulder stabilization, or other paved areas, the posts shall be driven through cored holes. The void around each post shall be backfilled with earth or aggregate and capped with 75 mm (3 in.) of bituminous mixture or grout."

80140

SOIL MODIFICATION (BDE)

Effective: November 1, 2004
Revised: April 1, 2005

Revise Section 302 of the Standard Specifications to read:

"SECTION 302. SOIL MODIFICATION

302.01 Description. This work shall consist of constructing a modified soil layer composed of soil, water, and a modifier.

302.02 Materials. Materials shall meet the requirements of the following Articles of Section 1000 Materials:

Item	Article/Section
(a) Type I Portland Cement	1001
(b) Type I (SM) Slag-Modified Portland Cement	1001
(c) Water	1002
(d) Hydrated Lime	1012.01
(e) By-Product, Hydrated Lime (Note 1)	
(f) By-Product, Non-Hydrated Lime (Note 2)	
(g) Lime Slurry (Note 3)	
(h) Class C Fly Ash (Note 4)	
(i) Soil (Note 5)	
(j) Bituminous Materials (Note 6)	1009.07, 1009.08, 1009.09

Note 1. By-product, hydrated lime (hydrator tailings) shall conform to the following requirements:

Parameter	Value
Total calcium and magnesium oxides (nonvolatile basis)	90 % minimum
Available calcium hydroxide (rapid sugar test, ASTM C 25) plus total MgO content calculated to be equivalent $Ca(OH)_2$	70 % minimum
As received loss on ignition (carbon dioxide plus moisture, combined and free)	5 % maximum
Free water (as-received basis)	4 % maximum
SO_3	10 % maximum

The sieve analysis of the lime residue shall be as follows:

Sieve	Maximum Percent Retained
4.75 mm (No. 4)	0
600 µm (No. 30)	10

150 µm (No. 100)	60

Note 2. By-product, non-hydrated lime (lime kiln dust) shall conform to the following requirements:

Parameter	Value
Total calcium and magnesium oxides (nonvolatile basis)	60 % minimum
Available calcium hydroxide (rapid sugar test, ASTM C 25) plus total MgO content calculated to be equivalent Ca $(OH)_2$	30 % minimum
As received loss on ignition (carbon dioxide plus moisture, combined and free)	40 % maximum
Free water (as received basis)	4 % maximum
SO_3	10 % maximum

The sieve analysis of the lime residue shall be as follows:

Sieve	Maximum Percent Retained
4.75 mm (No. 4)	5
600 µm (No. 30)	10
150 µm (No. 100)	30

Note 3. The lime used in the slurry shall be either hydrated lime conforming to the requirements of ASTM C 207, Type N, or quicklime conforming to the requirements for calcium lime as stated in ASTM C 5. The quantity of lime (hydrated lime or quicklime) in the slurry shall be a minimum of 35 percent and a maximum of 45 percent by total mass (weight) of slurry.

Note 4. The fly ash shall meet the physical and chemical requirements of AASHTO M 295, Class C.

Note 5. When lime (slurry or dry) is used as the modifier, the soil shall have a minimum clay content of 15 percent, determined according to AASHTO T 88; and shall have a maximum organic matter content of 10 percent, determined according to AASHTO T 194.

Note 6. The bituminous materials used for curing shall be emulsified asphalt RS-1, RS-2, CRS-1, CRS-2, HFE 60, HFE 90, or HFE 150; rapid curing liquid asphalt RC-70 or RC-250; or medium curing liquid asphalt MC-70 or MC-250.

302.03 Equipment. Equipment shall meet the requirements of the following Articles of Section 1100 - Equipment:

Item	Article/Section
(a) Rotary Speed Mixer	1101.06

(b) Disk Harrow (Note 1)..... 1101.02
(c) Distributor (Note 2)
(d) Lime Slurry Equipment (Note 3)

Note 1. A disk harrow may be used for soil modification with portland cement, slag-modified portland cement, or lime (slurry or dry) when permitted by the Engineer.

Note 2. The distributor shall be of a mechanical type and shall be approved by the Engineer.

Note 3. The equipment used for mixing, transporting, slaking, and placing lime slurry shall be approved by the Engineer.

302.04 Proportioning. Proportioning shall be as follows.

(a) Samples. Samples of the soil modifier(s) and the project soil(s) shall be obtained and submitted to the Engineer at least 45 days prior to the construction of the modified soil. Sample sizes shall be a minimum of 12 kg (25 lb) for the modifier(s) and 90 kg (200 lb) for the project soil(s).

(b) Mix Design. The actual proportions of modifier, soil, and water will be determined by the Engineer prior to construction using the submitted samples. The Engineer reserves the right to make such adjustments in proportions as are considered necessary during the progress of the work.

In no case shall proportions or type of modifier be changed during the progress of the work without permission by the Engineer.

CONSTRUCTION REQUIREMENTS

302.05 General. The modified soil shall be constructed when the temperature of the soil, measured 150 mm (6 in.) below the surface, is above 10 °C (50 °F); and the ambient air temperature in the shade is above 7 °C (45 °F).

The quantity of modified soil constructed shall be limited to that which can be covered by the succeeding pavement layer during the same construction season.

302.06 Preparation of Subgrade. The area to be processed shall be shaped to the proper grade and cross section. All vegetation and other objectionable material shall be removed from within the limits of modification. In cut or at grade sections, the subgrade shall be prepared according to Article 301.03, Steps 1 and 2. The subgrade shall be compacted adequately for the equipment to modify the soil.

302.07 Application of Modifier. The modifier shall be applied uniformly on the soil. The application of modifier shall be limited to that amount which can be incorporated into the soil within the same working day.

After application of dry modifiers, but before the addition of any water, the surface of the subgrade shall be lightly scarified or disked. When lime slurry is used, the surface of the subgrade shall be lightly scarified or disked prior to application of the slurry.

Dry modifiers shall not be applied when wind conditions are such that blowing modifier becomes objectionable to adjacent property owners or creates a hazard to traffic on adjacent highways, as determined by the Engineer.

Lime slurry shall be applied within 30 days of preparing and mixing the slurry, and shall be thoroughly agitated prior to application.

Modifier which has been damaged by hydration due to rain prior to or during the mixing operations, or has been displaced by the Contractor's equipment or other traffic after application shall be replaced.

302.08 Mixing. The modifier, soil, and water shall be thoroughly mixed. Mixing shall continue until a homogeneous layer of the required thickness has been obtained and a minimum of 75 percent of the mixture is smaller than 25 mm (1 in.). The moisture content of the modified soil shall be between optimum and three percent above optimum.

For soil modification with fly ash, more than one pass of the rotary speed mixer may be necessary to obtain a homogenous mixture. If more than one pass of the rotary speed mixer is required, the application of the fly ash shall be modified such that 25 percent of the specified fly ash quantity is applied and mixed with a down-cut motion as a preparation for the final pass of the rotary speed mixer. The remaining specified quantity of fly ash shall be applied prior to the final pass of the rotary speed mixer. Mixing shall continue until a minimum 75 percent of the mixture is smaller than 25 mm (1 in.).

302.09 Compaction. Compaction of soil modified with portland cement, slag-modified portland cement, or fly ash shall be completed no later than one hour after mixing begins.

Compaction of soil modified with hydrated lime or by-product non-hydrated lime shall be completed within the same working day.

Compaction of soil modified with lime slurry shall begin within 24 hours.

Compaction of soil modified with by-product hydrated lime shall be delayed a minimum of 24 hours. The Engineer may require additional water or further mixing prior to the final compaction of soil modified with by-product hydrated lime. In no case shall compaction be started later than three days after mixing unless approved by the Engineer. If compaction is to be delayed, the surface of the soil shall be crown-graded and sealed from moisture loss by either blade dragging or light rolling immediately after mixing.

The compacted, modified soil shall have a minimum dry density of 95 percent of the laboratory standard dry density. The in place dry density will be determined according to AASHTO T 191, or Illinois Modified AASHTO T 310 (Direct Transmission Density/Backscatter Moisture). The laboratory standard dry density will be determined according to AASHTO T 99.

302.10 Finishing and Curing. When multiple lifts are used to construct the modified soil layer, the top lift shall be a minimum of 150 mm (6 in.) thick when compacted.

When compaction of the modified soil is nearing completion, the surface shall be shaped to the required lines, grades, and cross section shown on the plans. For bituminous concrete base course and pavement (full-depth) and portland cement concrete base course and pavement, the surface of the modified soil shall be brought to true shape and correct elevation according to Article 301.06, except that well compacted earth shall not be used to fill low areas.

Soils modified with portland cement, slag-modified portland cement, or fly ash shall be cured for a minimum of 24 hours. The ambient air temperature shall be above 7 °C (45 °F) during curing.

Soils modified with lime (slurry or dry) generally will not require curing unless the minimum stability requirements in Article 302.11 cannot be met. If it has been determined by the Engineer that curing is necessary, the curing requirements stated above shall apply.

During the curing period, the moisture content of the modified soil shall be maintained at optimum by sprinkling with water, use of plastic sheeting, or applying bituminous materials according to Article 312.19. During this period, no equipment or traffic will be permitted on the completed work beyond that required for maintenance of curing.

Equipment of such weight, or used in such a way as to cause a rut depth of 12 mm (0.5 in.) or more in the finished modified soil, shall be removed, or the rutting otherwise prevented, as directed by the Engineer.

302.11 Subgrade Stability. Following curing, or after compaction when no curing is performed, the Engineer will determine the stability of the modified soil in terms of the immediate bearing value (IBV), according to Illinois Test Procedure 501. The IBV shall be a minimum of 10.0.

No equipment or traffic shall be on the modified soil after compaction until the required IBV is attained.

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

(a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).

(b) Measured Quantities. Processing modified soils will be measured for payment in place and the area computed in square meters (square yards). The width for measurement will be as shown on the plans.

Modifier will be measured for payment in metric tons (tons). The modifier will be measured in trucks or freight cars. The Contractor shall furnish or arrange for use of scales of a type approved by the Engineer. When the modifier is shipped in trucks, it shall be measured at the place of loading, at the place of unloading, or at such other place as the Engineer may designate. The Engineer may accept original signed freight bills in lieu of determining the mass (weight).

Should the Contractor's method of construction require additional earth excavation or embankment due to requiring more than one lift to construct the modified soil layer as shown on the plans, this extra earth excavation and embankment will not be measured for payment.

302.13 Basis of Payment. This work will be paid for at the contract unit price per square meter (square yard) for PROCESSING MODIFIED SOIL, of the thickness specified; and per metric ton (ton) for LIME, FLY ASH, PORTLAND CEMENT, or SLAG-MODIFIED PORTLAND CEMENT."

80135

STABILIZED SUBBASE AND BITUMINOUS SHOULDERS SUPERPAVE (BDE)

Effective: April 1, 2002
Revised: August 1, 2005

Description. This work shall consist of constructing stabilized subbase and bituminous shoulders Superpave according to Sections 312 and 482 respectively, of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures" except as modified herein.

Revise Article 312.03(b) of the Standard Specifications to read:

"(b) RAP Material (Note 3)"

Revise Note 2 of Article 312.03 of the Standard Specifications to read:

"Note 2. Gradation CA 6, CA 10, or CA 12 shall be used."

Revise Note 3 of Article 312.03 of the Standard Specifications to read:

"Note 3. RAP shall meet the requirements of the special provision "RAP for Use in Bituminous Concrete Mixtures". RAP containing steel slag shall be permitted for use in top-lift surface mixtures only."

Revise Note 4 of Article 312.03 of the Standard Specifications to read:

"Note 4. Unless otherwise specified on the plans, the bituminous material shall be performance graded asphalt cement, PG58-22. When more than 15 percent RAP is used, a softer PG binder may be required as determined by the Engineer."

Revise Article 312.06 of the Standard Specifications to read:

"312.06 Mixture Design. The Contractor shall submit mix designs for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have completed the course, "Superpave Mix Design Upgrade". The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below:

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO R 30	Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

AASHTO T 312 Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor

AASHTO T 308 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Job Mix Formula (JMF). The JMF shall be according to the following limits:

Ingredient	Percent by Dry Weight
Aggregate	94.0 to 96.0
Asphalt Cement	4.0 to 6.0*
Dust/AC Ratio	1.4

*Upper limit may be raised for the lower or top lifts if the Contractor elects to use a highly absorptive coarse and/or fine aggregate requiring more than six percent asphalt. The additional asphalt shall be furnished at no cost to the Department.

When RAP material is being used, the JMF shall be according to the following limits:

Ingredient	Percent by Dry Weight
Virgin Aggregate(s)	46.0 to 96.0
RAP Material(s) (Note 1)	0 to 50
Mineral Filler (if required)	0 to 5.0
Asphalt Cement	4.0 to 7.0
Dust/AC Ratio	1.4

Note 1. If specified on the plans, the maximum percentage of RAP shall be as specified therein.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

(b) Volumetric Requirements.

Design Compactive Effort	Design Air Voids Target (%)
N_{DES} =30	2.0

(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified AASHTO T 283 using 4 in. Marshall bricks. To be considered acceptable by the Engineer as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSR) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSR values less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Engineer. The method of application shall be according to Article 406.12 of the Standard Specifications."

Revise Article 312.08 of the Standard Specifications to read:

"312.08 Mixture Production. When a hot-mix plant conforming to Article 1102.01 is used, the aggregate shall be dried and heated in the revolving dryer to a temperature of 120 °C (250 °F) to 175 °C (350 °F).

The aggregate and bituminous material used in the bituminous aggregate mixture shall be measured separately and accurately by weight or by volume. When the aggregate is in the mixer, the bituminous material shall be added and mixing continued for a minimum of 35 seconds and until a homogeneous mixture is produced in which all particles of the aggregate are coated. The mixing period, size of the batch and the production rate shall be approved by the Engineer.

The ingredients shall be heated and combined in such a manner as to produce a mixture which, when discharged from the mixer, shall be workable and vary not more 10 °C (20 °F) from the temperature set by the Engineer.

When RAP material(s) is used in the bituminous aggregate mixture, the virgin aggregate(s) shall be dried and heated in the dryer to a temperature that will produce the specified resultant mix temperature when combined with the RAP material.

The heated virgin aggregates and mineral filler shall be combined with RAP material in such a manner as to produce a bituminous mixture which when discharged from the mixer shall not vary more than 15 °C (30 °F) from the temperature set by the Engineer. The combined ingredients shall be mixed for a minimum of 35 seconds and until a homogeneous mixture as to composition and temperature is obtained. The total mixing time shall be a minimum of 45 seconds consisting of dry and wet mixing. Variation in wet and dry mixing times may be permitted, depending on the moisture content and amount of salvaged material used. The mix temperature shall not exceed 175 °C (350 °F). Wide variations in the mixture temperature will be cause for rejection of the mix.

(a) Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

(b) Required Tests. Testing for stabilized subbase and bituminous shoulders shall be conducted to control the production of the bituminous mixture using the test methods identified and performed at a frequency not less than indicated in the following table.

Parameter	Frequency of Tests Non-Class I Mixtures	Test Method
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feeds or combined belt-feed for drier-drum plants. (% passing seives: 12.5 mm (1/2 In.), 4.75 mm (No. 4), 75 µm (No. 200))	1 gradation per day of production. The first day of production shall be washed ignition oven test on the mix. Thereafter, the testing shall alternate between dry gradation and washed ignition oven test on the mix. The dry gradation and the washed ignition oven test results shall be plotted on the same control chart.	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by ignition oven (Note 1.)	1 per day	Illinois-Modified AASHTO T 308
Air Voids Bulk Specific Gravity of Gyratory Sample Maximum Specific Gravity of Mixture	 1 per day 1 per day	 Illinois-Modified AASHTO T 312 Illinois-Modified AASHTO T 209

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

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.6, and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resumption of production.

During production, mixture containing an anti-stripping additive will be tested by the Engineer for stripping according to Illinois Modified AASHTO T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

(c) Control Charts/Limits. Control charts/limits shall be according to QC/QA requirements for Non-Class I Mixtures except air voids and density shall be plotted on the control charts within the following control limits:

Individual Test Control Limits	
Voids	±1.2%
Density[1/]	93.0 – 97.4% of G_{mm}

1/ Except when placed as first lift over unimproved subgrade. When the exception applies, the first lift over unimproved subgrade shall be compacted to an average density of not less than 95 percent nor greater than 102 percent of the target density obtained on the growth curve.

Replace Article 312.10 of the Standard Specifications with the following:

"**312.10 Placing.** After the subgrade has been compacted and is acceptable to the Engineer, the bituminous aggregate mixture shall be spread upon it with a mechanical spreader. The maximum compacted thickness of each lift shall be 150 mm (6 in.) provided the required density is obtained. The minimum compacted thickness of each lift shall be according to the following table:

Nominal Maximum Aggregate Size of Mixture	Minimum Compacted Lift Thickness
CA 12 – 12.5 mm (1/2 in.)	38 mm (1 1/2 in.)
CA 10 - 19 mm (3/4 in.)	57 mm (2 1/4 in.)
CA 6 – 25 mm (1 in.)	76 mm (3 in.)

The surface of each lift shall be clean and dry before succeeding lifts are placed."

Revise Article 482.02 of the Standard Specifications to read:

"**482.02 Materials.** Materials shall meet the requirements of Article 312.03. For the top lift, the aggregate used shall meet the gradation requirements for a CA 10 or CA 12. Blending of aggregates to meet these gradation requirements will be permitted."

Revise the first paragraph of Article 482.04 of the Standard Specifications to read:

"**482.04 General.** For pavement and shoulder resurfacing projects, Superpave binder and surface course mixtures may be used in lieu of bituminous aggregate mixture for the resurfacing of shoulders, at the option of the Contractor, or shall be used when specified on the plans."

Revise Article 482.04(c) of the Standard Specifications to read:

"(c) Mixture Production .....312.08"

Revise Article 482.05 of the Standard Specifications to read:

"**482.05 Composition of Bituminous Aggregate Mixture.** The composition of the mixture shall be according to Article 312.06, except that the amount of asphalt cement used in the top lift shall be increased up to 0.5 percent more than that required in the lower lifts. For resurfacing projects when the Superpave binder and surface course mixtures option is used, the asphalt cement used in the top lift shall not be increased. Superpave mixtures used on the top lift of such shoulders shall meet the gradation requirements of the special provision "Superpave Bituminous Concrete Mixtures".

For shoulder and strip construction, the composition of the Superpave binder and surface course shall be the same as that specified for the mainline pavement."

In the following locations of Section 482 of the Standard Specifications, change "Class I" to "Superpave":

the second paragraph of Article 482.04
the first sentence of the second paragraph of Article 482.06
the first sentence of the fourth paragraph of Article 482.06
the second sentence of the fourth paragraph of Article 482.06
the first sentence of the third paragraph of Article 482.08(b)

Revise the first paragraph of Article 482.06 of the Standard Specifications to read:

"**482.06 Placing.** This work shall be according to Article 312.10 as modified herein. The mechanical spreader for the top lift of shoulders shall meet the requirements of Article 1102.03 when the shoulder width is 3 m (10 ft) or greater."

Revise Article 482.09 of the Standard Specifications to read:

"**482.09 Basis of Payment.** When bituminous shoulders are constructed along the edges of the completed pavement structure, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS SHOULDERS SUPERPAVE of the thickness specified. The specified thickness shall be the thickness shown on the plans at the edge of the pavement.

On pavement and shoulder resurfacing projects, the shoulder resurfacing will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS SHOULDERS SUPERPAVE.

The construction of shoulder strips for resurfacing pavements will be paid according to the special provision, "Superpave Bituminous Concrete Mixtures"."

80070

STEEL COST ADJUSTMENT (BDE)

Effective: April 2, 2004
Revised: July 1, 2004

Description. At the bidder's option, a steel cost adjustment will be made to provide additional compensation to the Contractor or a credit to the Department for fluctuations in steel prices. The bidder must indicate on the attached form whether or not steel cost adjustments will be part of this contract. This attached form shall be submitted with the bid. Failure to submit the form shall make this contract exempt of steel cost adjustments.

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

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

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

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

(a) Evidence that increased or decreased steel costs have been passed on to the Contractor.

(b) The dates and quantity of steel, in kg (lb), shipped from the mill to the fabricator.

(c) The quantity of steel, in kg (lb), incorporated into the various items of work covered by this special provision. The Department reserves the right to verify submitted quantities.

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

$SCA = Q \times D$

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

$D = CBP_M - CBP_L$

Where: CBP_M = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the

American Metal Market (AMM) for the day the steel is shipped from the mill. The indices will be converted from dollars per ton to dollars per kg (lb).

CBP_L = The average of the Consumer Buying Price indices for Shredded Auto Scrap (Chicago) and No. 1 Heavy Melt (Chicago) as published by the AMM for the day the contract is let. The indices will be converted from dollars per ton to dollars per kg (lb).

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

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

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

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

$$\text{Percent Difference} = \{(CBP_L - CBP_M) \div CBP_L\} \times 100$$

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

Attachment

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

The bidder shall submit this form with his/her bid. Failure to submit the form shall make this contract exempt of steel cost adjustments. After award, this form, when submitted shall become part of the contract.

Contract No.: _____

Company Name: _____

Contractor's Option:

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

Yes ☐ No ☐

Signature: _____ **Date:** _____

80127

STEEL PLATE BEAM GUARDRAIL (BDE)

Effective: November 1, 2005

Add the following to the end of the first paragraph of Article 1006.25 of the Standard Specifications:

"The thickness of the galvanized coating for each side of the guardrail shall be at least 610 g/sq m (2.00 oz/sq ft). The thickness of the zinc or zinc alloy will be determined for each side using the average of at least three non-destructive test readings taken on that side of the guardrail."

80153

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

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000
Revised: April 1, 2004

Description. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

(a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with Ndesign $\geq$ 90, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.

(b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

(c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

(1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.

(2) The mixture shall be designed using a mixing temperature of 163 $\pm$ 3 °C (325 $\pm$ 5 °F) and a gyratory compaction temperature of 152 $\pm$ 3 °C (305 $\pm$ 5 °F).

(3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the

Standard Specifications shall be required in the absence of the pneumatic-tired roller.

Laboratory Equipment.

(a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all QC/QA testing.

(b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

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

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO R 30	Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor
AASHTO T 308	Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TABLE 1. MIXTURE COMPOSITION (% PASSING)[1/]								
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm[4/]		IL-9.5 mm[4/]	
	min	max	min	max	min	max	min	max
37.5 mm (1 1/2 in.)		100						
25 mm (1 in.)	90	100		100				
19 mm (3/4 in.)		90	82	100		100		
12.5 mm (1/2 in.)	45	75	50	85	90	100		100
9.5 mm (3/8 in.)						89	90	100
4.75 mm (#4)	24	42[2/]	24	50[2/]	28	65	28	65
2.36 mm (#8)	16	31	20	36	28	48[3/]	28	48[3/]
1.18 mm (#16)	10	22	10	25	10	32	10	32
600 μm (#30)								
300 μm (#50)	4	12	4	12	4	15	4	15
150 μm (#100)	3	9	3	9	3	10	3	10
75 μm (#200)	3	6	3	6	4	6	4	6

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign ≥ 90.

3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.

4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

(b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 μm (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).

(c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

TABLE 2. VOLUMETRIC REQUIREMENTS

	Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt (VFA), %
Ndesign	**IL-25.0**	**IL-19.0**	**IL-12.5**	**IL-9.5**	
50	12.0	13.0	14.0	15	65 - 78
70					65 - 75
90					
105					

(d) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS for SUPERPAVE

Parameter		Frequency of Tests	Test Method
Aggregate Gradation Hot bins for batch and continuous plants Individual cold-feeds or combined belt-feed for drier drum plants. (% passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200))		1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in afternoon if dry gradation is conducted in the morning or vice versa). NOTE. The order in which the above tests are conducted shall alternate from the previous production day (example: a dry gradation conducted in the morning will be conducted in the afternoon on the next production day and so forth). The dry gradation and washed ignition oven test results shall be plotted on the same control chart.	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by Ignition Oven (Note 1.)		1 per half day of production	Illinois Modified AASHTO T 308
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois Modified AASHTO T 312
	Maximum Specific Gravity of Mixture		Illinois Modified AASHTO T 209

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

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR

criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Construction Requirements

Lift Thickness.

(a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

TABLE 4 – MINIMUM COMPACTED LIFT THICKNESS	
Mixture	Thickness, mm (in.)
IL-9.5	32 (1 1/4)
IL-12.5	38 (1 1/2)
IL-19.0	57 (2 1/4)
IL-25.0	76 (3)

(b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

TABLE 5 – LEVELING BINDER	
Nominal, Compacted, Leveling Binder Thickness, mm (in.)	Mixture
≤ 32 (1 1/4)	IL-9.5
32 (1 1/4) to 50 (2)	IL 9.5 or IL-12.5

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

(c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

(d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 6. DENSITY CONTROL LIMITS		
Mixture	Parameter	Individual Test
12.5 mm / 9.5 mm	Ndesign ≥ 90	92.0 – 96.0%
12.5 mm / 9.5 mm	Ndesign < 90	92.5 – 97.4%
19.0 mm / 25.0 mm	Ndesign ≥ 90	93.0 – 96.0%
19.0 mm / 25.0 mm	Ndesign < 90	93.0 – 97.4%

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

On projects where widening is constructed and the entire pavement is then resurfaced, the binder for the widening will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition, Ndesign, and thickness specified. The surface and binder used to resurface the entire pavement will be paid for according to the paragraphs above for resurfacing projects.

80010

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (LOW ESAL) (BDE)

Effective: January 1, 2001
Revised: April 1, 2004

Description. This work shall consist of constructing Bituminous Concrete Surface Course Superpave IL-9.5L and/or Bituminous Concrete Binder Course Superpave IL-19.0L according to Section 406 of the Standard Specifications and the special provision "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as modified herein.

Materials.

(a) Coarse Aggregate. Coarse aggregate for the IL-19.0L shall meet the requirements of a Class I Type 3 binder course and the gradation specified below. For the IL-9.5L mixture, the coarse aggregate shall meet the requirements of a Class I Type 3 surface course except that gravel and Class C Quality, or better, aggregate may be used.

(b) Reclaimed Asphalt Pavement (RAP). RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

(c) Bituminous Material. The asphalt cement (AC), unless otherwise specified on the plans, shall be performance-graded (PG) 58-22. The AC shall meet the requirements of Article 1009.05 of the Standard Specifications for the grade specified.

If the Contractor is allowed to use more than 15 percent RAP, a softer PG binder may be required, as determined by the Engineer.

Laboratory Equipment.

(a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all laboratory mixture compaction.

(b) Ignition Oven. The ignition oven shall be used for determination of AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors, which exceed 1.5 percent. If the calibration factor exceeds 1.5 percent other IDOT approved methods shall be utilized for determination of AC content.

Mixture Design. The Contractor shall submit mix designs for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the

Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2 Standard Specification for Superpave Volumetric Mix Design

AASHTO R 30 Standard Practice for Mixture Conditioning of Hot-Mix Asphalt (HMA)

AASHTO PP 28 Standard Practice for Designing Superpave HMA

AASHTO T 209 Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures

AASHTO T 312 Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor

AASHTO T 308 Determining the Asphalt Content of Hot Mix Asphalt (HMA) by the Ignition Method

(a) Mixture Composition. The job mix formula (JMF) shall fall within the following limits:

TABLE 1. Mixture Composition

Sieve	Percent Passing	
	9.5L	19.0L
25.0 mm (1 in.)		100
19.0 mm (3/4 in.)		95-100
12.5 mm (1/2 in.)	100	
9.5 mm (3/8 in.)	95 –100	
4.75 mm (#4)	52 – 80	38-65
2.36 mm (#8)	38 – 65	
600 µm (#30)	< 50% of the percentage passing the #4	< 50% of the percentage passing the #4
75 µm (#200)	4.0 – 8.0	3.0 – 7.0
AC%	4.0 – 8.0	4.0 – 8.0
RAP Materials	Maximum 30% (or as shown on the plans)	Maximum 30%
#200:AC ratio	1.0 max. design	1.0 max. design

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

(b) Volumetric Requirements.

Mix	Design Compactive Effort	Design Air Voids Target (%)	VMA (Voids in the Mineral Aggregate) (min.)	VFA (Voids Filled with Asphalt)
IL 9.5L	N_{DES}=30	3.0%	14.0%	70 - 80%
IL 19.0L	N_{DES}=30	4.0%	13.0%	N/A

(c) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination shall be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Engineer as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those, which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Engineer. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. Required Plant Tests for Superpave (Low ESAL)

Parameter		Frequency of Tests	Test Method
Aggregate Gradation Hot bins for batch and continuous plants. Individual cold-feeds or combined belt-feed for drier drum plants. (% passing sieves: 12.5 mm (1/2 in.), 4.75 mm (No. 4), 2.36 mm (No. 8), 600 µm (No. 30), 75 µm (No. 200))		1 dry gradation per day of production (either morning or afternoon sample). and 1 washed ignition oven test on the mix per day of production (conduct in afternoon if dry gradation is conducted in the morning or vice versa). NOTE: The order in which the above tests are conducted shall alternate from the previous production day (example: a dry gradation conducted in the morning will be conducted in the afternoon on the next production day and so forth). The dry gradation and washed ignition oven test results shall be plotted on the same control chart.	Illinois Procedure (See Manual of Test Procedures for Materials).
Asphalt Content by Ignition Oven (Note 1.)		1 per half day of production	Illinois Modified AASHTO T 308
Air Voids	Bulk Specific Gravity of Gyratory Sample. Maximum Specific Gravity of Mixture	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day).	Illinois Modified AASHTO T 312 Illinois Modified AASHTO T 209

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

During production, the ratio of minus 75 µm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2, and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 µm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resumption of production.

During production, any mixture containing an anti-stripping additive will be tested by the Engineer for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 4. Density Control Limits	
Mixture	Individual Test
IL-9.5L	92.5 – 97.4%
IL-19.0L	93.0 – 97.4 %

Construction Requirements

Placing. The minimum compacted thickness of each lift shall be according to the following table:

Mixture	Minimum Compacted Lift Thickness, mm (in.)
IL-9.5L	32 (1 1/4)
IL-19.0L	57 (2 1/4)

Basis of Payment. This work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE SUPERPAVE IL-9.5L (Low ESAL), or BITUMINOUS CONCRETE BINDER COURSE SUPERPAVE IL-19.0L (Low ESAL).

80039

SURFACE TESTING OF PAVEMENTS (BDE)

Effective: April 1, 2002
Revised: November 1, 2005

Bituminous Concrete Overlays

Revise Article 406.03(k) of the Standard Specifications to read:

"(k) Pavement Surface Test Equipment .....1101.10"

Revise Article 406.21 of the Standard Specifications to read:

"**406.21 Surface Tests.** The finished surface of the pavement shall be tested for smoothness within three days of paving. Testing shall be performed in the presence of the Engineer.

Prior to testing, a copy of the approval letter and recorded settings from the Profile Equipment Verification (PEV) Program shall be submitted to the Engineer; and all objects and debris shall be removed from the pavement.

(a) Test Sections/Equipment.

(1) High-Speed Mainline Pavement. High-speed mainline pavement shall consist of pavements, ramps and loops with a posted speed greater than 75 km/hr (45 mph). These sections shall be tested using a California Profilograph or an approved equivalent.

(2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps and loops with a posted speed of 75 km/hr (45 mph) or less. These sections shall be tested using a California Profilograph or an approved equivalent.

(3) Miscellaneous Pavement. Miscellaneous pavement shall consist of:

a. pavement on horizontal curves with a centerline radius of curvature of less than or equal to 300 m (1000 ft) and pavement within the superelevation transition of such curves;

b. the first or last 4.5 m (15 ft) of a pavement section where the Contractor is not responsible for the adjoining surface;

c. intersections;

d. variable width pavements;

e. side street returns;

f. crossovers;

g. connector pavement from mainline pavement expansion joint to the bridge approach pavement;

h. bridge approach pavement; and

i. other miscellaneous pavement surfaces (i.e. a turn lane) as determined by the Engineer.

Miscellaneous pavement shall be tested using a 5 m (16 ft) straightedge set to a 10 mm (3/8 in.) tolerance.

(b) Lots/Sublots. Mainline pavement test sections will be divided into lots and sublots.

(1) Lots. A lot will be defined as a continuous strip of pavement 1600 m (1 mile) long and one lane wide. When the length of a continuous strip of pavement is less than 1600 m (1 mile), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length.

(2) Sublots. Lots will be divided into 160 m (0.1 mile) sublots. A partial sublot resulting from an interruption in the pavement will be subject to the same evaluation as a whole sublot.

(c) Testing Procedure. One wheel track shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to the edge of the lane away from traffic. A guide shall be used to maintain the proper distance.

The profile trace generated shall have stationing indicated every 150 m (500 ft) at a minimum. Both ends of the profile trace shall be labeled with the following information: contract number, beginning and ending stationing, which direction is up on the trace, which direction the data was collected, and the device operator name(s). The top portion of the Department supplied form, "Profile Report of Pavement Smoothness" shall be completed and secured around the trace roll.

Although surface testing of intermediate lifts will not be required, they may be performed at the Contractor's option. When this option is chosen, the testing shall be performed and the profile traces shall be generated as described above.

The Engineer may perform his/her own testing at any time for monitoring and comparison purposes.

(d) Trace Reduction and Bump Locating Procedure. All traces shall be reduced. Traces produced by a mechanical recorder shall be reduced using an electronic scanner and

computer software. This software shall calculate the profile index of each sublot in mm/km (in./mile) and indicate any high points (bumps) in excess of 8 mm (0.30 in.) with a line intersecting the profile on the printout. Computerized recorders shall provide the same information.

The profile index of each track, average profile index of each sublot, average profile index of the lot and locations of bumps shall be recorded on the form.

All traces and reports shall be provided within two working days of completing the testing to the Engineer for the project file. Traces from either a computerized profile testing device or analysis software used with a manual profile testing device shall display the settings used for the data reduction. The Engineer will compare these settings with the approved settings from the PEV Program. If the settings do not match, the results will be rejected and the section shall be retested/reanalyzed with the appropriate settings.

The Engineer will use the results of the testing to evaluate paving methods and equipment. If the average profile index of a lot exceeds 635 mm/km (40.0 in./mile) for high-speed mainline pavement or 1025 mm/km (65.0 in./mile) for low-speed mainline pavement, the paving operation will be suspended until corrective action is taken by the Contractor.

(e) Corrective Work. All bumps in excess of 8 mm (0.30 in.) in a length of 8 m (25 ft) or less shall be corrected. If the bump is greater than 13 mm (0.50 in.), the pavement shall be removed and replaced to the satisfaction of the Engineer at the Contractor's expense. The minimum length of pavement to be removed shall be 900 mm (3 ft).

(1) High-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 475 to 635 mm/km (30.0 to 40.0 in./mile) including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mile) or less on each trace. Any sublot having a profile index greater than 635 mm/km (40.0 in./mile) including bumps, shall be corrected to reduce the profile index to 475 mm/km (30.0 in./mile) or less on each trace, or replaced at the Contractor's option.

(2) Low-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 710 to 1025 mm/km (45.0 to 65.0 in./mile) including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mile) or less on each trace. Any sublot having a profile index greater than 1025 mm/km (65.0 in./mile) including bumps, shall be corrected to reduce the profile index to 710 mm/km (45.0 in./mile) or less on each trace, or replaced at the Contractor's option.

(3) Miscellaneous Pavement. Surface variations which exceed the 10 mm (3/8 in.) tolerance will be marked by the Engineer and shall be corrected by the Contractor.

Corrective work shall be completed using either an approved grinding device consisting of multiple saws or by removing and replacing the pavement. Corrective work shall be applied to the full lane width. When completed, the corrected area shall have uniform

texture and appearance, with the beginning and ending of the corrected area squared normal to the centerline of the paved surface.

Upon completion of the corrective work, the surface of the sublot(s) shall be retested. The Contractor shall furnish the profile tracing(s) and the completed form(s) to the Engineer within two working days after corrections are made. If the profile index and/or bumps still do not meet the requirements, additional corrective work shall be performed.

Corrective work shall be at the Contractor's expense.

(f) Smoothness Assessments. Assessments will be paid to or deducted from the Contractor for each sublot of mainline pavement, per the Smoothness Assessment Schedule. Assessments will be based on the average profile index of each sublot prior to performing any corrective work unless the Contractor has chosen to remove and replace the sublot. For sublots that are replaced, assessments will be based on the profile index determined after replacement.

Assessments will not be paid or deducted until all other contract requirements for the pavement are satisfied. Pavement that is corrected or replaced for reasons other than smoothness, shall be retested as stated herein.

SMOOTHNESS ASSESSMENT SCHEDULE (Bituminous Concrete Overlays)		
High-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Assessment per sublot
95 (6.0) or less	240 (15.0) or less	+$150.00
>95 (6.0) to 160 (10.0)	>240 (15.0) to 400 (25.0)	+$80.00
>160 (10.0) to 475 (30.0)	>400 (25.0) to 710 (45.0)	+$0.00
>475 (30.0) to 635 (40.0)	>710 (45.0) to 1025 (65.0)	+$0.00
Greater than 635 (40.0)	Greater than 1025 (65.0)	-$300.00

Smoothness assessments will not be applied to miscellaneous pavement sections."

Bituminous Concrete Pavement (Full-Depth)

Revise Article 407.09 of the Standard Specifications to read:

"**407.09 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.21 except as follows:

Two wheel tracks shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to each lane edge."

SMOOTHNESS ASSESSMENT SCHEDULE (Full-Depth Bituminous)		
High-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Assessment per sublot
95 (6.0) or less		+$800.00
>95 (6.0) to 175 (11.0)	240 (15.0) or less	+$550.00
>175 (11.0) to 270 (17.0)	>240 (15.0) to 400 (25.0)	+$350.00
>270 (17.0) to 475 (30.0)	>400 (25.0) to 710 (45.0)	+$0.00
>475 (30.0) to 635 (40.0)	>710 (45.0) to 1025 (65.0)	+$0.00
Greater than 635 (40.0)	Greater than 1025 (65.0)	-$500.00

Delete the fourth paragraph of Article 407.13 of the Standard Specifications.

Portland Cement Concrete Pavement

Revise Article 420.12 of the Standard Specifications to read:

"**420.12 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.21 except as follows:

The finished surface of the pavement shall be tested for smoothness once the pavement has attained a flexural strength of 3,800 kPa (550 psi) or a compressive strength of 20,700 kPa (3,000 psi).

Two wheel tracks shall be tested per lane. Testing shall be performed 1 m (3 ft) from and parallel to each lane edge.

Membrane curing damaged during testing shall be repaired as directed by the Engineer at the Contractor's expense.

No further texturing for skid resistance will be required for areas corrected by grinding. Protective coat shall be reapplied to ground areas according to Article 420.21 at the Contractor's expense.

For pavement that is corrected by removal and replacement, the minimum length to be removed shall meet the requirements of either Class A or Class B patching.

SMOOTHNESS ASSESSMENT SCHEDULE (PCC)		
High-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Low-Speed Mainline Pavement Average Profile Index mm/km (in./mile)	Assessment per sublot
95 (6.0) or less		+$1200.00
>95 (6.0) to 175 (11.0)	240 (15.0) or less	+$950.00
>175 (11.0) to 270 (17.0)	>240 (15.0) to 400 (25.0)	+$600.00
>270 (17.0) to 475 (30.0)	>400 (25.0) to 710 (45.0)	+$0.00
>475 (30.0) to 635 (40.0)	>710 (45.0) to 1025 (65.0)	+$0.00
Greater than 635 (40.0)	Greater than 1025 (65.0)	-$750.00"

Delete the sixth paragraph of Article 420.23 of the Standard Specifications.

Testing Equipment

Revise Article 1101.10 of the Standard Specifications to read:

"**1101.10 Pavement Surface Test Equipment.** Required surface testing and analysis equipment and their jobsite transportation shall be provided by the Contractor.

(a) 5 m (16 ft) Straightedge. The 5 m (16 ft) straightedge shall consist of a metal I-beam mounted between two wheels spaced 5 m (16 ft) between the axles. Scratcher bolts which can be easily and accurately adjusted, shall be set at the 1/4, 1/2, and 3/4 points between the axles. A handle suitable for pushing and guiding shall be attached to the straightedge. The straightedge shall meet the approval of the Engineer.

(b) Profile Testing Device. The Profile Testing Device shall have a decal displayed to indicate it has been tested through the PEV Program administered by the Department.

(1) California Profilograph. The California Profilograph shall be either computerized or manual and have a frame 8 m (25 ft) in length supported upon multiple wheels at either end. The profile shall be recorded from the vertical movement of a wheel attached to the frame at mid point.

The California Profilograph shall be calibrated according to the manufacturer's recommendations and California Test 526. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(2) Inertial Profiler. The inertial profiler shall be either an independent device or a system that can be attached to another vehicle using one or two non-contact sensors to measure the pavement profile. The inertial profiler shall be capable of performing

a simulation of the California Profilograph to provide results in the Profile Index format.

The inertial profiler shall be calibrated according to the manufacturer's recommendations. All calibration traces and calculations shall be submitted to the Engineer for the project file.

(3) Trace Analysis. The Contractor shall reduce/evaluate these traces using a 0.0 mm (0.00 in.) blanking band and determine a Profile Index in mm/km (in./mile) for each section of finished pavement surface. Traces produced using a computerized profile testing device will be evaluated without further reduction. When using a manual profile testing device, the Contractor shall provide an electronic scanner, a computer, and software to reduce the trace. All analysis equipment (electronic scanner, computerized recorder, etc.) shall be able to accept 0.0 mm (0.00 in.) for the blanking band.

All traces from pavement sections tested with the profile testing device shall be recorded on paper with scales of 300:1 longitudinally and 1:1 vertically. Equipment and software settings of the profile testing device and analysis equipment shall be set to those values approved through the PEV Program.

The Engineer may retest the pavement at any time to verify the accuracy of the equipment."

80075

SUSPENSION OF SLIPFORMED PARAPETS (BDE)

Effective: June 11, 2004

The slipforming option, as stated in Article 503.17(e)(1) of the Standard Specifications will not be allowed on this project.

80145

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 BARRIER TERMINALS (BDE)

Effective: January 1, 2003

Revise Article 631.05 of the Standard Specifications to read:

"**631.05 Traffic Barrier Terminal, Type 5 and Type 5A.** The face of the guardrail shall be installed flush with the face of the bridge rail or parapet."

Revise Article 631.06 of the Standard Specifications to read:

"**631.06 Traffic Barrier Terminal, Type 6.** When attaching the end shoe to concrete constructed with forms and with a thickness of 300 mm (12 in.) or less, the holes may be formed, core drilled or an approved 20 mm (3/4 in.) cast-in-place insert may be used.

When attaching the end shoe to concrete constructed with forms and with a thickness greater than 300 mm (12 in.), an approved M20 (3/4 in.) bolt with an approved expansion device may be used in lieu of formed or core drilled holes.

When attaching the end shoe to concrete constructed by slipforming, the holes shall be core drilled.

The tapered, parapet, wood block out shall be used on all appurtenances with a sloped face.

When no bridge approach curb is present, Type B concrete curb shall be constructed as shown on the plans according to Section 606."

Revise Article 631.07 of the Standard Specifications to read:

"**631.07 Traffic Barrier Terminal, Type 6B.** Attachment of the end shoe to concrete shall be according to Article 631.06 except the tapered, parapet, wood block out will not be required."

Delete the third and fourth paragraphs of Article 631.11 of the Standard Specifications.

Add the following paragraph to the end of Article 631.11 of the Standard Specifications:

"Construction of the Type B concrete curb for TRAFFIC BARRIER TERMINAL, TYPE 6 will be paid for according to Article 606.14."

80098

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.

5729I

TRUCK BED RELEASE AGENT (BDE)

Effective: April 1, 2004

Add the following sentence after the third sentence of the first paragraph of Article 406.14 of the Standard Specifications.

"In addition to the release agent, the Contractor may use a light scatter of manufactured sand (FA 20 or FA 21) evenly distributed over the bed of the vehicle."

80123

VARIABLY SPACED TINING (BDE)

Effective: August 1, 2005

Revise the first sentence of the third paragraph of Article 420.11(e)(1) of the Standard Specifications to read:

"The metal comb shall consist of a single line of tempered spring steel tines variably spaced as shown in the table below and securely mounted in a suitable head."

Replace the sixth sentence of the third paragraph of Article 420.11(e)(1) of the Standard Specifications to read:

"The tining device shall be operated so as to a produce a pattern of grooves, 3 to 5 mm (1/8 in. to 3/16 in.) deep and 2.5 to 3.2 mm (1/10 in. to 1/8 in.) wide across the pavement. The tining device shall be operated at a 1:6 skew across the pavement for facilities with a posted speed limit of 55 mph or greater. The tining pattern shall not overlap or leave gaps between successive passes."

Add the following table after the third paragraph of Article 420.11(e)(1) of the Standard Specifications:

Center to Center Spacings of Metal Comb Tines mm (in.) (read spacings left to right)				
34 (1 5/16)	36 (1 7/16)	47 (1 7/8)	54 (2 1/8)	48 (1 7/8)
43 (1 11/16)	32 (1 1/4)	31 (1 1/4)	27 (1 1/16)	36 (1 7/16)
29 (1 1/8)	46 (1 13/16)	21 (13/16)	43 (1 11/16)	23 (7/8)
42 (1 5/8)	52 (2 1/16)	24 (15/16)	18 (11/16)	28 (1 1/8)
40 (1 9/16)	34 (1 5/16)	27 (1 1/16)	26 (1)	25 (1)
27 (1 1/16)	20 (13/16)	37 (1 7/16)	38 (1 1/2)	52 (2 1/16)
51 (2)	45 (1 3/4)	37 (1 7/16)	43 (1 11/16)	53 (2 1/16)
27 (1 1/16)	37 (1 7/16)	42 (1 5/8)	41 (1 5/8)	29 (1 1/8)
43 (1 11/16)	45 (1 3/4)	44 (1 3/4)	30 (1 3/16)	37 (1 7/16)
33 (1 5/16)	40 (1 9/16)	28 (1 1/8)	31 (1 1/4)	50 (1 15/16)
34 (1 5/16)	45 (1 3/4)	20 (13/16)	45 (1 3/4)	50 (1 15/16)
53 (2 1/16)	51 (2)	29 (1 1/8)	25 (1)	18 (11/16)
53 (2 1/16)	18 (11/16)	38 (1 1/2)	51 (2)	40 (1 9/16)
17 (11/16)	49 (1 15/16)	50 (1 15/16)	39 (1 9/16)	51 (2)
36 (1 7/16)	36 (1 7/16)	38 (1 1/2)	46 (1 13/16)	29 (1 1/8)
38 (1 1/2)	50 (1 15/16)	24 (15/16)	33 (1 5/16)	

80149

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:

Adjusted Net Weight = A x 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 PUBLIC INFORMATION SIGNS (BDE)

Effective: September 1, 2002
Revised: January 1, 2005

Description. This work shall consist of furnishing, erecting, maintaining, and removing work zone public information signs.

Camera-ready artwork for the signs will be provided to sign manufacturing companies upon request by contacting the Central Bureau of Operations at 217-782-2076. The sign number is W21-I116-6048.

Freeways/Expressways. These signs are required on freeways and expressways. The signs shall be erected as shown on Highway Standard 701400 and according to Article 702.05(a) of the Standard Specifications.

All Other Routes. These signs shall be used on other routes when specified on the plans. They shall be erected in pairs midway between the first and second warning signs.

Basis of Payment. This work will not be paid for separately but shall be considered as included in the cost of the Standard.

80090

WORK ZONE SPEED LIMIT SIGNS (BDE)

Effective: April 2, 2004
Revised: January 1, 2006

Delete Article 702.05(c).

Revise Article 702.05(d) to read:

"(d) Work Zone Speed Limit Signs. Work zone speed limit sign assemblies shall be provided and located as shown on the plans. Two additional assemblies shall be placed 150 m (500 ft) beyond the last entrance ramp for each interchange or sideroad. The individual signs that make up an assembly may be combined on a single panel. The sheeting for the signs shall be reflective and conform to the requirements of Article 1084.02.

All permanent "SPEED LIMIT" signs located within the work zone shall be removed or covered. This work shall be coordinated with the lane closure(s) by promptly establishing a reduced posted speed zone when the lane closure(s) are put into effect and promptly reinstating the posted speed zone when the lane closure(s) are removed.

The work zone speed limit signs and end work zone speed limit signs shown in advance of and at the end of the lane closure(s) shall be used for the entire duration of the closure(s).

The work zone speed limit signs shown within the lane closure(s) shall only be used when workers are present in the closed lane adjacent to traffic; at all other times, the signs shall be promptly removed or covered. The sign assemblies shown within the lane closure(s) will not be required when the worker(s) are located behind a concrete barrier wall.

80125

WORK ZONE TRAFFIC CONTROL (BDE)

Effective: April 2, 2004
Revised: November 1, 2005

Revise Article 701.07(a) to read:

"(a) Not Measured. Traffic control and protection required under Standards 701001, 701006, 701011, 701101, 701106, 701301, 701311, 701400, and 701426 will not be measured for payment."

Revise the first paragraph of Article 701.07(b) to read:

"(b) Standards 701401, 701422, and 701446 will be measured for payment on an each basis only when the traffic control and protection applies to isolated stationary work areas and does not involve or is not a part of other protected areas."

Revise the Article 701.07(c) to read:

"(c) Measured As Lump Sum. Traffic control and protection required under Standards 701201, 701206, 701306, 701326, 701336, 701406, 701421, 701501, 701502, 701601, 701602, 701606, 701701 and 701801 will be measured for payment on a lump sum basis. Traffic control protection required under Standards 701401, 701422, and 701446 will be measured for payment on a lump sum basis, except as specified under Article 701.07(b). Where the Contractor's operations result in daily changing, or two or more work areas each of which requires traffic control according to one of the above Standards, each work area installation will not be paid for separately, but shall be included in the lump sum price for the type of protection furnished."

Revise the first paragraph of Article 701.08(a) to read:

"(a) Traffic control and protection will be paid for at the contract unit price each for TRAFFIC CONTROL AND PROTECTION STANDARD 701316; TRAFFIC CONTROL AND PROTECTION STANDARD 701321; TRAFFIC CONTROL AND PROTECTION STANDARD 701331; TRAFFIC CONTROL AND PROTECTION STANDARD 701401; TRAFFIC CONTROL AND PROTECTION STANDARD 701402; TRAFFIC CONTROL AND PROTECTION STANDARD 701411; TRAFFIC CONTROL AND PROTECTION STANDARD 701416; TRAFFIC CONTROL AND PROTECTION STANDARD 701422; TRAFFIC CONTROL AND PROTECTION STANDARD 701423; TRAFFIC CONTROL AND PROTECTION STANDARD 701431; or TRAFFIC CONTROL AND PROTECTION STANDARD 701446 at the location specified."

Revise the first paragraph of Article 701.08(b) to read:

"(b) Traffic control and protection indicated in Article 701.07(c) will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION STANDARD 701201; TRAFFIC CONTROL AND PROTECTION STANDARD 701206; TRAFFIC CONTROL

AND PROTECTION STANDARD 701306; TRAFFIC CONTROL AND PROTECTION STANDARD 701326; TRAFFIC CONTROL AND PROTECTION STANDARD 701336; TRAFFIC CONTROL AND PROTECTION STANDARD 701401; TRAFFIC CONTROL AND PROTECTION STANDARD 701406; TRAFFIC CONTROL AND PROTECTION STANDARD 701421; TRAFFIC CONTROL AND PROTECTION STANDARD 701422; TRAFFIC CONTROL AND PROTECTION STANDARD 701446; TRAFFIC CONTROL AND PROTECTION STANDARD 701501; TRAFFIC CONTROL AND PROTECTION STANDARD 701502; TRAFFIC CONTROL AND PROTECTION STANDARD 701601; TRAFFIC CONTROL AND PROTECTION STANDARD 701602, TRAFFIC CONTROL AND PROTECTION STANDARD 701606; TRAFFIC CONTROL AND PROTECTION STANDARD 701701; or TRAFFIC CONTROL AND PROTECTION STANDARD 701801."

80126

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 250 working days.

80071

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. These contract provisions shall apply to all word 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

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

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 advised 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 suncontractors.

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 that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked 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 he 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 form 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 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.

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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.

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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 tie 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.

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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.

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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.