INSTRUCTIONS

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

PREQUALIFICATION

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

WHO CAN BID ?

Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction. This does not apply to Small Business Set-Asides.

REQUESTS FOR AUTHORIZATION TO BID

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

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

ABOUT AUTHORIZATION TO BID: Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions. These documents must be received three days before the letting date.

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

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

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

IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

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

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

BID SUBMITTAL GUIDELINES AND CHECKLIST

In an effort to eliminate confusion and standardize the bid submission process the Contracts Office has created the following guidelines and checklist for submitting bids.

This information has been compiled from questions received from contractors and from inconsistencies noted on submitted bids. If you have additional questions please refer to the contact information listed below.

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

STANDARD GUIDELINES FOR SUBMITTING BIDS

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

Use the following checklist to ensure completeness and the correct order in assembling your bid

☐ **Cover page followed by the Pay Items.** If you are using special software or CBID to generate your schedule of prices, do not include the blank schedule of prices.

☐ **Page 4 (Item 9)** – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address and the dollar amount (if over $25,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

☐ **After page 4, I**nsert your Cost Adjustments for Steel, Bituminous and Fuel (if applicable), and your State Board of Elections certificate of registration.

☐ **Page 10 (Paragraph J)** – Check "YES" or "NO" whether your company has any business in Iran.

☐ **Page 10 (Paragraph K)** – List the Union Local Name and number or certified training programs that you have in place. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

☐ **Page 11 (Paragraph L)** - Insert a copy of your State Board of Elections certificate of registration after page 4 of the bid proposal. Only include the page that has the date stamp on it. Do not include any other certificates or forms showing that you are an Illinois business.

☐ **Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

☐ **Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each Form A that is filled out.

☐ **Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification signature and date must be original for each letting. Do not staple the forms together.

If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.

☐ **Page 18 (Form B)** - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file".

☐ **Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

☐ **Bid Bond –** Submit your bid bond using the current Bid Bond Form provided in the proposal package. The Power of Attorney page should be stapled to the Bid Bond. If you are using an electronic bond, include your bid bond number on the form and attach the Proof of Insurance printed from the Surety 2000 Web Site.

☐ **Disadvantaged Business Utilization Plan and/or Good Faith Effort –** The last item in your bid should be the DBE Utilization Plan (SBE 2026), DBE Participation Statement (SBE 2025) and supporting paperwork. If you have documentation for a Good Faith Effort, it should follow the SBE Forms.

The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site. A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM. The actual reading of the bids does not begin until approximately 10:20 AM.

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

QUESTIONS: pre-letting up to execution of the contract

Contractor/Subcontractor pre-qualification ---------- 217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) ---------- 217-785-4611
Contracts, Bids, Letting process or Internet downloads ---------- 217-785-0230
Estimates Unit ---------- 217-785-3483

QUESTIONS: following contract execution

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

RETURN WITH BID

55

Proposal Submitted By **Name**
Address
City

Letting March 9, 2012

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. This does not apply to Small Business Set-Asides.
BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL

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

Illinois Department of Transportation

Springfield, Illinois 62764

Contract No. 98859
WILLIAMSON County
Section (1X-1)VB-1,B-1,N-4,R-3
Route FAP 331
Project NHF-0331(059)
District 9 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

☐ A Bid Bond is included.

☐ A Cashier's Check or a Certified Check is included

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

Page intentionally left blank

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. 98859
WILLIAMSON County
Section (1X-1)VB-1,B-1,N-4,R-3
Project NHF-0331(059)
Route FAP 331
District 9 Construction Funds

The proposed project consists of constructing new dual structures and additional lanes carrying IL Rt 13 over the Burlington Northern Santa Fe Railway and Marathon Drive in Marion.

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, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this 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.

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

9. **The services of a subcontractor will or may be used.**

Check box Yes ☐
Check box No ☐

For known subcontractors with subcontracts with an annual value of more than $25,000, the contract shall include their name, address, and the dollar allocation for each subcontractor.

_____

_____

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

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 98859

State Job # - C-99-040-11
PPS NBR - 9-00314-0100
County Name - WILLIAMSON- -
Code - 199 - -
District - 9 - -
Section Number - (1X-1)VB-1,B-1,N-4,R-3

Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0321865	ANTI-GRAFFIT PROT SYS	SQ FT	20,221.000				
X0323117	LANDSCAPING GRAVEL	SQ YD	1,130.000				
X0325833	WICK DRAINS	FOOT	166,200.000				
X0327139	AGG COLUMN GRND IMPRV	L SUM	1.000				
X2070304	POROUS GRAN EMB SPEC	CU YD	152.400				
X4402805	ISLAND REMOVAL	SQ FT	465.000				
X5424505	FL INL BX MD 542546SP	EACH	1.000				
X6020074	INLETS TA T3V F&G	EACH	6.000				
X6020075	INLETS TB T3V F&G	EACH	3.000				
X6024242	INLETS SPL N1	EACH	19.000				
X6024244	INLETS SPL N2	EACH	1.000				
X6061502	CONC MED TSB6.06 SPL	SQ FT	1,879.000				
X6090245	TC INLT BX 609006 SPL	EACH	7.000				
X6660410	REMOVE ROW MARKERS	EACH	6.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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Project Number NHF-0331/059/

Route FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X7830050	RAISD REF PM REFL REM	EACH	48.000				
X7830068	GRV RCSD PVT LT N SYM	SQ FT	999.000				
X7830070	GRV RCSD PVT MRKG 5	FOOT	28,444.000				
X7830072	GRV RCSD PVT MRKG 6	FOOT	169.000				
X7830074	GRV RCSD PVT MRKG 7	FOOT	85.000				
X7830078	GRV RCSD PVT MRKG 13	FOOT	962.000				
X7830090	GRV RCSD PVT MRKG 25	FOOT	448.000				
X8050115	SERV INSTALL TY A MOD	EACH	2.000				
X8210701	LUM MH SM AL 70W	EACH	8.000				
X8410102	TEMP LIGHTING SYSTEM	L SUM	1.000				
Z0001850	ARC PREC CON PANEL	EACH	4.000				
Z0004638	PAVT BREAKING	SQ YD	4,997.000				
Z0005216	HMA STAB 6 AT SPBGR	SQ YD	584.000				
Z0022800	FENCE REMOVAL	FOOT	662.000				
Z0030240	IMP ATTN TEMP NRD TL2	EACH	1.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0030255	IMP ATTN TEMP FRN TL2	EACH	9.000				
Z0030322	IMP ATTN REL FRN TL2	EACH	6.000				
Z0030340	IMP ATTN REL NRD TL2	EACH	1.000				
Z0033062	RADIO TRANSCEIVER	EACH	2.000				
Z0034210	MECH ST EARTH RET WL	SQ FT	73,493.000				
Z0046304	P UNDR FOR STRUCT 4	FOOT	312.000				
Z0048665	RR PROT LIABILITY INS	L SUM	1.000				
Z0049100	RAISE PVT MK REF REPL	EACH	48.000				
Z0056100	SAND DRAINAGE BLANKET	CU YD	9,145.400				
Z0056608	STORM SEW WM REQ 12	FOOT	125.000				
Z0056610	STORM SEW WM REQ 15	FOOT	202.000				
Z0056616	STORM SEW WM REQ 24	FOOT	33.000				
Z0056628	STORM SEW WM REQ 54	FOOT	57.000				
Z0065100	SETTLEMENT PLATFORMS	EACH	8.000				
Z0076600	TRAINEES	HOUR	2,000.000		0.800		1,600.000

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Project Number NHF-0331/059/

Route FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
20100110	TREE REMOV 6-15	UNIT	138.000				
20100210	TREE REMOV OVER 15	UNIT	211.000				
20100500	TREE REMOV ACRES	ACRE	0.600				
20200100	EARTH EXCAVATION	CU YD	28,600.000				
20201200	REM & DISP UNS MATL	CU YD	306.000				
20400800	FURNISHED EXCAVATION	CU YD	121,690.000				
20800150	TRENCH BACKFILL	CU YD	1,282.900				
25000115	SEEDING CL 1B	ACRE	9.750				
25000350	SEEDING CL 7	ACRE	9.750				
25000400	NITROGEN FERT NUTR	POUND	1,560.000				
25000500	PHOSPHORUS FERT NUTR	POUND	1,170.000				
25000600	POTASSIUM FERT NUTR	POUND	1,170.000				
25000700	AGR GROUND LIMESTONE	TON	19.500				
25100115	MULCH METHOD 2	ACRE	19.500				
25100630	EROSION CONTR BLANKET	SQ YD	25,621.000				

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Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
28000200	EARTH EXC - EROS CONT	CU YD	246.000				
28000250	TEMP EROS CONTR SEED	POUND	975.000				
28000305	TEMP DITCH CHECKS	FOOT	456.000				
28000400	PERIMETER EROS BAR	FOOT	1,058.000				
28000500	INLET & PIPE PROTECT	EACH	87.000				
28001000	AGGREGATE - EROS CONT	TON	3.900				
28100105	STONE RIPRAP CL A3	SQ YD	1,120.000				
28100107	STONE RIPRAP CL A4	SQ YD	95.000				
28200200	FILTER FABRIC	SQ YD	95.000				
30200950	PROCESS MOD SOIL 18	SQ YD	567.000				
30201500	LIME	TON	18.400				
31100300	SUB GRAN MAT A 4	SQ YD	8,514.000				
31100700	SUB GRAN MAT A 8	SQ YD	42,691.000				
31100900	SUB GRAN MAT A 10	SQ YD	6,190.000				
31101200	SUB GRAN MAT B 4	SQ YD	12,235.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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Section Number - (1X-1)VB-1,B-1,N-4,R-3

Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
31200100	STAB SUBBASE 4	SQ YD	41,113.000				
40201000	AGGREGATE-TEMP ACCESS	TON	227.900				
40600100	BIT MATLS PR CT	GALLON	6,691.600				
40600300	AGG PR CT	TON	16.400				
40600982	HMA SURF REM BUTT JT	SQ YD	371.000				
40600990	TEMPORARY RAMP	SQ YD	1,430.000				
40603090	HMA BC IL-19.0 N90	TON	56.800				
40603245	P HMA BC IL19.0 N105	TON	745.300				
40603550	P HMA SC "D" N105	TON	655.600				
40603575	P HMA SC "E" N105	TON	252.500				
40701881	HMA PAVT FD 10	SQ YD	10,702.000				
42000411	PCC PVT 9 1/2 JOINTD	SQ YD	36,114.000				
42001200	PAVEMENT FABRIC	SQ YD	2,173.000				
42001300	PROTECTIVE COAT	SQ YD	43,895.000				
42001420	BR APPR PVT CON (PCC)	SQ YD	4,322.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
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Section Number - (1X-1)VB-1,B-1,N-4,R-3

Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
42300400	PCC DRIVEWAY PAVT 8	SQ YD	262.000				
42400100	PC CONC SIDEWALK 4	SQ FT	9,037.000				
42400800	DETECTABLE WARNINGS	SQ FT	22.000				
44000100	PAVEMENT REM	SQ YD	36,841.000				
44000155	HMA SURF REM 1 1/2	SQ YD	5,495.000				
44000200	DRIVE PAVEMENT REM	SQ YD	990.000				
44000500	COMB CURB GUTTER REM	FOOT	3,015.000				
44003100	MEDIAN REMOVAL	SQ FT	1,106.000				
44004000	PAVED DITCH REMOVAL	FOOT	497.000				
44004250	PAVED SHLD REMOVAL	SQ YD	11,309.000				
44200976	CL B PATCH T4 10	SQ YD	37.000				
44201867	CL D PATCH T3 18	SQ YD	16.000				
44201869	CL D PATCH T4 18	SQ YD	26.000				
48203013	HMA SHOULDERS 4	SQ YD	249.000				
48203029	HMA SHOULDERS 8	SQ YD	264.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
48203056	HMA SHOULDERS 14 3/4	SQ YD	44.000				
48300410	PCC SHOULDERS 9 1/2	SQ YD	5,445.000				
48301000	PROTECTIVE COAT	SQ YD	5,445.000				
50104400	CONC HDWL REM	EACH	2.000				
50105220	PIPE CULVERT REMOV	FOOT	1,535.000				
50200100	STRUCTURE EXCAVATION	CU YD	12,562.000				
50300225	CONC STRUCT	CU YD	1,803.200				
50300255	CONC SUP-STR	CU YD	3,323.200				
50300260	BR DECK GROOVING	SQ YD	6,078.000				
50300285	FORM LINER TEX SURF	SQ FT	73,493.000				
50300300	PROTECTIVE COAT	SQ YD	9,764.000				
50500105	F & E STRUCT STEEL	L SUM	1.000				
50500505	STUD SHEAR CONNECTORS	EACH	22,362.000				
50800205	REINF BARS, EPOXY CTD	POUND	988,610.000				
50800515	BAR SPLICERS	EACH	444.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION
SCHEDULE OF PRICES
CONTRACT NUMBER - 98859

State Job # - C-99-040-11
PPS NBR - 9-00314-0100
County Name - WILLIAMSON- -
Code - 199 - -
District - 9 - -
Section Number - (1X-1)VB-1,B-1,N-4,R-3

Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
50800530	MECHANICAL SPLICERS	EACH	400.000				
51100100	SLOPE WALL 4	SQ YD	2,559.000				
51201600	FUR STL PILE HP12X53	FOOT	5,203.000				
51202305	DRIVING PILES	FOOT	5,203.000				
51203600	TEST PILE ST HP12X53	EACH	6.000				
51204650	PILE SHOES	EACH	44.000				
51500100	NAME PLATES	EACH	4.000				
51603000	DRILLED SHAFT IN SOIL	CU YD	596.400				
51604000	DRILLED SHAFT IN ROCK	CU YD	58.800				
52000110	PREF JT STRIP SEAL	FOOT	224.000				
52100010	ELAST BEARING ASSY T1	EACH	14.000				
52100510	ANCHOR BOLTS 3/4	EACH	28.000				
52100520	ANCHOR BOLTS 1	EACH	64.000				
52100530	ANCHOR BOLTS 1 1/4	EACH	92.000				
542A1081	P CUL CL A 2 36	FOOT	88.000				

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Project Number: NHF-0331/059/
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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
542A1099	P CUL CL A 2 54	FOOT	21.000				
542A5479	P CUL CL A 1 EQRS 24	FOOT	78.000				
5421A015	P CUL CL A 1 15 TEMP	FOOT	275.000				
5421A042	P CUL CL A 1 42 TEMP	FOOT	20.000				
54213657	PRC FLAR END SEC 12	EACH	4.000				
54213660	PRC FLAR END SEC 15	EACH	1.000				
54213663	PRC FLAR END SEC 18	EACH	2.000				
54213669	PRC FLAR END SEC 24	EACH	2.000				
54213675	PRC FLAR END SEC 30	EACH	2.000				
54213681	PRC FLAR END SEC 36	EACH	3.000				
54213699	PRC FLAR END SEC 54	EACH	2.000				
54214719	PRCF END S EL EQRS 24	EACH	2.000				
54215547	MET END SEC 12	EACH	2.000				
54248510	CONCRETE COLLAR	CU YD	4.100				
550A0050	STORM SEW CL A 1 12	FOOT	1,078.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
550A0070	STORM SEW CL A 1 15	FOOT	33.000				
550A0090	STORM SEW CL A 1 18	FOOT	38.000				
550A0120	STORM SEW CL A 1 24	FOOT	63.000				
550A0140	STORM SEW CL A 1 30	FOOT	180.000				
550A0160	STORM SEW CL A 1 36	FOOT	13.000				
550A0340	STORM SEW CL A 2 12	FOOT	543.000				
550A0360	STORM SEW CL A 2 15	FOOT	70.000				
550A0380	STORM SEW CL A 2 18	FOOT	6.000				
550A0410	STORM SEW CL A 2 24	FOOT	115.000				
550A1580	STORM SEW CL A 6 24	FOOT	73.000				
550A5100	SS CL A 2 EQRS 30	FOOT	38.000				
58700300	CONCRETE SEALER	SQ FT	2,108.000				
59100100	GEOCOMPOSITE WALL DR	SQ YD	251.000				
60100945	PIPE DRAINS 12	FOOT	169.000				
60219510	MAN TA 4 DIA T20F&G	EACH	2.000				

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Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60219570	MAN TA 4 DIA T3V F&G	EACH	3.000				
60221100	MAN TA 5 DIA T1F CL	EACH	1.000				
60222270	MAN TA 5 DIA T3V F&G	EACH	4.000				
60223800	MAN TA 6 DIA T1F CL	EACH	1.000				
60224129	MAN TA 7 DIA T3V F&G	EACH	2.000				
60224446	MAN TA 7 DIA T1F CL	EACH	2.000				
60238305	INLET TA M INL 604101	EACH	2.000				
60240324	INLETS TB T20F&G	EACH	1.000				
60240366	INLET TB M INL 604106	EACH	1.000				
60255500	MAN ADJUST	EACH	2.000				
60500040	REMOV MANHOLES	EACH	3.000				
60500050	REMOV CATCH BAS	EACH	7.000				
60500060	REMOV INLETS	EACH	8.000				
60600605	CONC CURB TB	FOOT	150.000				
60603800	COMB CC&G TB6.12	FOOT	134.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60604400	COMB CC&G TB6.18	FOOT	110.000				
60605000	COMB CC&G TB6.24	FOOT	6,626.000				
60608600	COMB CC&G TM6.06	FOOT	143.000				
60610400	COMB CC&G TM6.24	FOOT	262.000				
60618300	CONC MEDIAN SURF 4	SQ FT	7,342.000				
60619200	CONC MED TSB6.06	SQ FT	673.000				
60900515	CONC THRUST BLOCKS	EACH	2.000				
61000115	TY E INLET BOX 610001	EACH	1.000				
63000001	SPBGR TY A 6FT POSTS	FOOT	987.500				
63100085	TRAF BAR TERM T6	EACH	6.000				
63100167	TR BAR TRM T1 SPL TAN	EACH	6.000				
63500105	DELINEATORS	EACH	16.000				
63801200	MOD GLARE SCRN SYS	FOOT	7,426.000				
66400105	CH LK FENCE 4	FOOT	240.000				
66500105	WOV W FENCE 4	FOOT	200.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
66600105	FUR ERECT ROW MARKERS	EACH	20.000				
66700205	PERM SURV MKRS T1	EACH	1.000				
66700305	PERM SURV MKRS T2	EACH	4.000				
67000400	ENGR FIELD OFFICE A	CAL MO	26.000				
67100100	MOBILIZATION	L SUM	1.000				
70103815	TR CONT SURVEILLANCE	CAL DA	124.000				
70106800	CHANGEABLE MESSAGE SN	CAL MO	104.000				
70200100	NIGHT WORK ZONE LIGHT	L SUM	1.000				
70300100	SHORT TERM PAVT MKING	FOOT	3,082.000				
70300210	TEMP PVT MK LTR & SYM	SQ FT	1,966.000				
70300220	TEMP PVT MK LINE 4	FOOT	92,905.000				
70300230	TEMP PVT MK LINE 5	FOOT	4,033.000				
70300240	TEMP PVT MK LINE 6	FOOT	268.000				
70300260	TEMP PVT MK LINE 12	FOOT	1,738.000				
70300280	TEMP PVT MK LINE 24	FOOT	1,225.000				

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Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
70300510	PAVT MARK TAPE T3 L&S	SQ FT	1,454.000				
70300520	PAVT MARK TAPE T3 4	FOOT	28,444.000				
70300530	PAVT MARK TAPE T3 5	FOOT	4,033.000				
70300540	PAVT MARK TAPE T3 6	FOOT	268.000				
70300560	PAVT MARK TAPE T3 12	FOOT	1,195.000				
70300570	PAVT MARK TAPE T3 24	FOOT	615.000				
70301000	WORK ZONE PAVT MK REM	SQ FT	33,590.000				
70400100	TEMP CONC BARRIER	FOOT	7,326.000				
70400200	REL TEMP CONC BARRIER	FOOT	5,675.000				
72000100	SIGN PANEL T1	SQ FT	225.500				
72000200	SIGN PANEL T2	SQ FT	108.000				
72700100	STR STL SIN SUP BA	POUND	257.000				
72800100	TELES STL SIN SUPPORT	FOOT	194.000				
73000100	WOOD SIN SUPPORT	FOOT	265.000				
73400100	CONC FOUNDATION	CU YD	1.400				

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Project Number: NHF-0331/059/
Route: FAP 331

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78000100	THPL PVT MK LTR & SYM	SQ FT	331.000				
78000300	THPL PVT MK LINE 5	FOOT	3,864.000				
78000400	THPL PVT MK LINE 6	FOOT	183.000				
78000600	THPL PVT MK LINE 12	FOOT	233.000				
78000650	THPL PVT MK LINE 24	FOOT	107.000				
78001100	PT PVT MK LTRS & SYMB	SQ FT	124.000				
78001180	PAINT PVT MK LINE 24	FOOT	60.000				
78004200	PREF PL PM TB INL L&S	SQ FT	999.000				
78004210	PREF PL PM TB INL L4	FOOT	28,444.000				
78004220	PREF PL PM TB INL L5	FOOT	169.000				
78004230	PREF PL PM TB INL L6	FOOT	85.000				
78004250	PREF PL PM TB INL L12	FOOT	962.000				
78004280	PREF PL PM TB INL L24	FOOT	448.000				
78100100	RAISED REFL PAVT MKR	EACH	262.000				
78100105	RAISED REF PVT MKR BR	EACH	24.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
78100200	TEMP RAIS REF PVT MKR	EACH	206.000				
78200100	MONODIR PRIS BAR REFL	EACH	116.000				
78200300	PRISMATIC CURB REFL	EACH	225.000				
78200420	GUARDRAIL MKR TYPE B	EACH	24.000				
78200520	BAR WALL MKR TYPE B	EACH	36.000				
78201000	TERMINAL MARKER - DA	EACH	6.000				
78300100	PAVT MARKING REMOVAL	SQ FT	5,678.000				
78300200	RAISED REF PVT MK REM	EACH	312.000				
80400100	ELECT SERV INSTALL	EACH	3.000				
81028340	UNDRGRD C PVC 1 1/2	FOOT	1,764.000				
81028350	UNDRGRD C PVC 2	FOOT	637.000				
81028360	UNDRGRD C PVC 2 1/2	FOOT	373.000				
81028370	UNDRGRD C PVC 3	FOOT	439.000				
81028380	UNDRGRD C PVC 3 1/2	FOOT	66.000				
81028390	UNDRGRD C PVC 4	FOOT	233.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
81028400	UNDRGRD C PVC 5	FOOT	9.000				
81100605	CON AT ST 2 PVC GALVS	FOOT	60.000				
81300560	JUN BX SS AS 12X18X6	EACH	4.000				
81400100	HANDHOLE	EACH	15.000				
81500100	GULFBOX JUNCTION	EACH	4.000				
81603000	UD 2#8 #8G XLPUSE 3/4	FOOT	1,034.000				
81603010	UD 2#10#10GXLPUSE 3/4	FOOT	1,200.000				
81603113	UD4#10#10GXLP 1 1/4 P	FOOT	550.000				
81702120	EC C XLP USE 1C 8	FOOT	4,521.000				
82103900	LUM SV MM 250W	EACH	29.000				
82107300	UNDERPAS LUM 150W HPS	EACH	8.000				
82500330	LT CONT PEDM 240V 60	EACH	3.000				
83062730	LT P WS 45MH TEN MT	EACH	18.000				
83062735	LT P WS 45MH TN MT-TW	EACH	1.000				
83600357	LP F M 15BC 8" X 8'	EACH	19.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
83800650	BKWY DEV COU SS SCRN	EACH	68.000				
84200600	REM LT U NO SALV	EACH	10.000				
84200804	REM POLE FDN	EACH	10.000				
85700300	FAC T5 CAB	EACH	2.000				
86200300	UNINTER POWER SUP EXT	EACH	2.000				
87301245	ELCBL C SIGNAL 14 5C	FOOT	5,814.000				
87301255	ELCBL C SIGNAL 14 7C	FOOT	3,822.000				
87301305	ELCBL C LEAD 14 1PR	FOOT	6,269.000				
87301815	ELCBL C SERV 6 3C	FOOT	152.000				
87502680	TS POST A 14	EACH	2.000				
87502700	TS POST A 16	EACH	4.000				
87702920	STL COMB MAA&P 38	EACH	2.000				
87702940	STL COMB MAA&P 42	EACH	2.000				
87702985	STL COMB MAA&P 52	EACH	1.000				
87702990	STL COMB MAA&P 54	EACH	1.000				

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Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
87800100	CONC FDN TY A	FOOT	18.000				
87800150	CONC FDN TY C	FOOT	6.000				
87800415	CONC FDN TY E 36D	FOOT	82.000				
88040070	SH P LED 1F 3S BM	EACH	3.000				
88040090	SH P LED 1F 3S MAM	EACH	12.000				
88040160	SH P LED 1F 5S MAM	EACH	4.000				
88040230	SH P LED 2F 3S BM	EACH	1.000				
88040260	SH P LED 2F 1-3 1-5BM	EACH	6.000				
88040360	SH P LED 3F 5S BM	EACH	2.000				
88200100	TS BACKPLATE	EACH	16.000				
88500100	INDUCTIVE LOOP DETECT	EACH	23.000				
88500525	IND L DET AMP SYS OP	EACH	4.000				
88600100	DET LOOP T1	FOOT	3,585.000				
89000100	TEMP TR SIG INSTALL	EACH	2.000				
89502375	REMOV EX TS EQUIP	EACH	3.000				

CONTRACT NUMBER **98859**

THIS IS THE TOTAL BID **$** _____

NOTES:

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. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the chief procurement officer to void the contract, or subcontract, and may result in the suspension or debarment of the bidder or subcontractor.

II. ASSURANCES

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

A. Conflicts of Interest

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 $177,412.00. Sixty percent of the salary is $106,447.20.

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.

B. 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.

C. 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.

D. Revolving Door Prohibition

1. The Illinois Procurement Code provides:

Section 50-30. Revolving door prohibition. Chief procurement officers, State purchasing officers, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

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.

E. 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.

F. 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.

G. 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

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

A. Bribery

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, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.
The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

F. 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.

G. 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.

H. 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.

I. 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.

J. Disclosure of Business Operations in Iran

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

(1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.

(2) The Company has, on or after August 5, 1996, made an investment of $20 million or more, or any combination of investments of at least $10 million each that in the aggregate equals or exceeds $20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

Check the appropriate statement:

/___/ Company has no business operations in Iran to disclose.

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

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.

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

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

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

The undersigned business entity certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. A copy of the certificate of registration shall be submitted with the bid. The bidder is cautioned that the Department will not award a contract without submission of the certificate of registration.

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

M. Lobbyist Disclosure

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

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

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

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

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

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

Or

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

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

IV. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

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

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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.**

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

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

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

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

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

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

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

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

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

RETURN WITH BID

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 $25,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

_____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):

% or $ value of ownership/distributable income share: _____

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

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

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

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

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

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

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

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

Yes ___No __

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___No __

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

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess 100% of the annual salary of the Governor? Yes ___ No __

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or any minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income from your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?

Yes ___ No __

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___No __

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United State of America, or any unit of local government authorized by the Constitution of the State of Illinois or the 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 __

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ___No __

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

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

---

3. Communication Disclosure.

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

Name and address of person(s): _____

_____

_____

_____

RETURN WITH BID

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

Name of person(s): _____

Nature of disclosure: _____

_____

_____

_____

APPLICABLE STATEMENT

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

Completed by: ☐ _____ _____

Signature of Individual or Authorized Representative — Date

NOT APPLICABLE STATEMENT

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

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

☐ _____ _____

Signature of Authorized Representative — Date

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

RETURN WITH BID

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 $25,000, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

☐ _____ _____
Signature of Authorized Representative Date

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. 98859
WILLIAMSON County
Section (1X-1)VB-1,B-1,N-4,R-3
Project NHF-0331(059)
Route FAP 331
District 9 Construction Funds

PART I. IDENTIFICATION

Dept. Human Rights # _____ Duration of Project: _____

Name of Bidder: _____

PART II. WORKFORCE PROJECTION

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

TABLE A

TOTAL Workforce Projection for Contract													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								

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

FOR DEPARTMENT USE ONLY

BC 1256 (Rev. 12/11/08)

Note: See instructions on page 2

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. 98859
WILLIAMSON County
Section (1X-1)VB-1,B-1,N-4,R-3
Project NHF-0331(059)
Route FAP 331
District 9 Construction Funds

PROPOSAL SIGNATURE SHEET

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

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.

Illinois Department of Transportation

Return with Bid

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

Item No. _____

Letting Date _____

KNOW ALL MEN BY THESE PRESENTS, That We _____

_____

as PRINCIPAL, and _____

_____ 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 the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, 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 the proposal and marking the check box next to the Signature and Title line 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

Illinois Department of Transportation

DBE Utilization Plan

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route _____ Total Bid _____

Section _____ Contract DBE Goal _____ (Percent) _____ (Dollar Amount)

Project _____

County _____

Letting Date _____

Contract No. _____

Letting Item No. _____

(4) Assurance

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

☐ Meets or exceeds contract award goals and has provided documented participation as follows:

Disadvantaged Business Participation _____ percent

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

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

Disadvantaged Business Participation _____ percent

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

_____
Company

By _____

Title _____

Date _____

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

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

Bureau of Small Business Enterprises
2300 South Dirksen Parkway
Springfield, Illinois 62764

Local Let Projects
Submit forms to the
Local Agency

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

Illinois Department of Transportation

DBE Participation Statement

Subcontractor Registration _____ Letting _____

Participation Statement Item No. _____

(1) Instructions Contract _____

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

(2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
			Total	

(3) Partial Payment Items

For any of the above items which are partial pay items, specifically describe the work and subcontract dollar amount:

(4) Commitment

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

_____ _____

Signature for Prime Contractor Signature for DBE Firm

Title _____ Title _____

Date _____ Date _____

Contact _____ Contact Person _____

Phone _____ Phone _____

Firm Name _____ Firm Name _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

E _____

WC _____

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

PROPOSAL ENVELOPE

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. 98859
WILLIAMSON County
Section (1X-1)VB-1,B-1,N-4,R-3
Project NHF-0331(059)
Route FAP 331
District 9 Construction Funds

Illinois Department of Transportation

SUBCONTRACTOR DOCUMENTATION

Public Acts 96-0795 and 96-0920, enacted substantial changes to the provisions of the Illinois Procurement Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Chief Procurement Officer within 20 calendar days after execution of the subcontract.

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

RETURN WITH SUBCONTRACT

STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the 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.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The chief procurement officer may terminate or void the subcontract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification.

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

A. Bribery

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, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 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, and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

RETURN WITH SUBCONTRACT

C. Debt Delinquency

1. The Illinois Procurement Code provides:

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

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

D. Prohibited Bidders, Contractors and Subcontractors

1. The Illinois Procurement Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.
The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction.. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Procurement Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the chief procurement officer may declare the contract void if this certification is false.

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

_____
Name of Subcontracting Company

_____ _____
Authorized Officer Date

RETURN WITH SUBCONTRACT

SUBCONTRACTOR DISCLOSURES

I. DISCLOSURES

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

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

B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Illinois Procurement Code provides that all subcontracts with a total value of $25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

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

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

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. 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.

C. Disclosure Form Instructions

Form A Instructions for Financial Information & Potential Conflicts of Interest

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

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

   (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES ___ NO __

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of $25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

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

DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL (type or print information)

NAME: _____

ADDRESS _____

_____

Type of ownership/distributable income share:

stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):

% or $ value of ownership/distributable income share: _____

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

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

Yes ___ No __

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

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

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

_____

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?
Yes ___No __

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes ___No __

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

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

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes ___No __

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

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of of 100% of the annual salary of the Governor? Yes ___No __

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?
Yes ___No __

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ___No __

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

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ___No __

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

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

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

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

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

---

3. Communication Disclosure.

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

Name and address of person(s): _____

_____

_____

_____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

_____

_____

_____

APPLICABLE STATEMENT

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

Completed by: ☐ _____ _____

Signature of Individual or Authorized Officer — Date

NOT APPLICABLE STATEMENT

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

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

☐ _____ _____

Signature of Authorized Officer — Date

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Procurement Related Information Disclosure

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

Disclosure of the information contained in this Form is required by the Section 50-35 of the Illinois Procurement Act (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of $25,000 or more, from subcontractors identified in Section 20-120 of the Illinois Procurement Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

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

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

THE FOLLOWING STATEMENT MUST BE CHECKED

☐ _____ _____
Signature of Authorized Officer Date

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., March 9, 2012. 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. 98859
   WILLIAMSON County
   Section (1X-1)VB-1,B-1,N-4,R-3
   Project NHF-0331(059)
   Route FAP 331
   District 9 Construction Funds

The proposed project consists of constructing new dual structures and additional lanes carrying IL Rt 13 over the Burlington Northern Santa Fe Railway and Marathon Drive in Marion.

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

   (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

4. **AWARD CRITERIA AND REJECTION OF BIDS**. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

FAP Route 331 (IL 13)
Project NHF-0331 (059)
Section (1X-1)VB-1, B-1,N-4, R-3
Williamson County
Contract No. 98859

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

SUPPLEMENTAL SPECIFICATIONS

RECURRING SPECIAL PROVISIONS

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

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STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "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 indicated on the Check Sheet included herein which apply to and govern the construction of FAP Route 331 (IL 13), Project NHF-0331 (059), Section (1X-1)VB-1, B-1,N-4, R-3, Williamson County, Contract No. 98859 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

LOCATION OF PROJECT

This project is located on IL Route 13 in Marion, Williamson County, Illinois. The improvement limits on IL Route 13 are from west of Skyline Drive to east of Sinclair Drive. The length of the project is approximately 0.71 miles along IL Route 13.

DESCRIPTION OF PROJECT

The proposed project consists of constructing new dual mainline grade separation structures to carry IL Route 13 over the BNSF Railway and Marathon Drive, MSE Wall construction between the new bridges and adding a third lane in each direction on IL Route 13. The project also includes installing new signals at the intersections of IL Route 13 with Skyline Drive and Sinclair Drive, widening and reconstructing Skyline Drive from north of Banterra Drive to south of Bradford Lane, reconstructing Marathon Drive from north of IL Route 13 to south of IL Route 13 to complete the connection to the Frontage Road, earthwork, concrete paving, hot mix asphalt paving (HMA), storm sewers, inlets, manholes, combination curb and gutter and various other items required to complete the planned improvements.

PROGRESS SCHEDULE
Effective September 1, 2001

Description
This work shall consist of preparing, revising and updating a detailed progress schedule based upon the Critical Path Method (CPM). This work shall also consist of performing time impact analysis of the progress schedule based upon the various revisions and updates as they occur.

Requirements
The software shall be Primavera SureTrak 3.0 Project Manager, published by Primavera System, Inc.

Format
The schedule format shall contain the following:

(a) Project name: (Optional).

(b) Template: Construction.

(c) Type: Sure Trak: Native file format for stand-alone contracts.

(d) Planning Unit: Day (calendar/working).

(e) Number/Version: Original or updated number.

(f) Start Date: Not later than ten days after execution of the contract.

(g) Must Finish Date: Completion date for completion date contracts.

(h) Project Title: Contract number.

(i) Company Name: Contractor's name.

Calendars

(a) Completion Date Contracts. The base calendar shall show the proposed working days of the week and the proposed number of work hours per day.
(b) Working Days Contracts. The base calendar shall show the distribution of working days according to the following table:

MONTH	WORKING DAYS
May	15
June	17
July	17
August	17
September	16
October	16
November	14

The number of days shown above shall not be exceeded. The proposed number of hours to be worked per day shall also be shown. No working days shall be shown during the period of December 1 and April 30.

Schedule Development
The detailed schedule shall incorporate the entire contract time. The minimum number of activities shown on the schedule shall represent the work incorporating the pay items that aggregate contract value constitutes 80 percent of the total contract value. These pay items shall be determined by starting with the pay item with the largest individual contract value and adding subsequent pay item contract values in descending order until 80 percent of the contract value has been attained. Any additional activities required to complete the contract beyond 95 percent and any additional activities required to maintain the continuity of the schedule logic shall also be shown.

The schedule shall be limited exclusively to Finish-to-Start (FS) relationships with no lead or lag duration between schedule activities. Start-to-Start (SS), Start-to-Finish (SF) or Finish-to-Finish (FF) relationships will not be allowed. Activity constraints shall not be used without the approval of the Engineer.

The following shall be depicted in the schedule for each activity:

(a) Activity Identification (ID) Numbers. The contractor shall utilize numerical designations to identify each activity. Numbering of activities shall be in increments of not less than ten digits.

(b) A description of the work represented by the activity (maximum forty-five characters). The use of descriptions referring to a percentage of a multi-element item (i.e., construct deck 50%) shall not be used. Separate activities shall be included to represent different elements of multi-element items (i.e., forms, reinforcing, concrete, etc.) Multiple activities with the same work description shall include a location as part of the description.

(c) Proposed activity duration shall be shown in whole days. The Contractor shall provide production rates to justify the activity duration. Schedule duration shall be contiguous and not interruptible.

The schedule shall indicate the sequence and interdependence of activities required for the prosecution of the work. The schedule logic shall not be violated.

Total Float shall be calculated as finish float. The schedule shall be calculated using retained logic. The Contractor shall not sequester float by calendar manipulation or extended duration. Float is not for the exclusive use or benefit of either the Department or the Contractor.

Tabular Reports

(a) The following tabular reports will be required with each schedule submission:

Classic Gantt Pert with Time Scale

(b) The heading of each tabular report shall include, but not be limited to, the project name, contract number, Contractor name, report date, data date, report title and page number.

(c) Each of the tabular reports shall also contain the following minimum information for each activity.

1) Activity ID
2) Activity Description
3) Original Duration (calendar day/working day)
4) Remaining Duration (calendar day/working day)
5) Activity Description
6) Early Start Date
7) Late Start Date
8) Early Finish Date
9) Late Finish Date
10) Percent Complete
11) Total Float
12) Work performed by DBE Subcontractors and Trainees shall be shown in Gantt Report.

(d) Reports shall be printed in color on 8.5 in x 14 in. (minimum) size sheets. The Classic Gantt shall show all columns, bars, column headings at the top, time scale at the top and shall show relationships.

Submission Requirements

The initial schedule shall be submitted prior to starting work but no later than five calendar days after execution of the contract. Updated schedules shall be submitted according to Article 108.02 except that as a minimum, updated schedules will be required at the 25, 50, and 75 percent completion points of the contract.

The schedule shall be submitted in the Sorted by Activity Layout (SORT 4). The activities on the schedule shall be plotted using early start, late start, early finish, late finish and total float.

For every schedule submission, the Contractor shall submit to the Engineer, four IBM compatible compact disks of all schedule data. Included on the disks shall be all of the tabular and graphic reports, network diagrams and bar chart data. Two copies shall be submitted on CD/R disks and two copies shall be submitted on CD/RW disks. In addition, four plots of the schedule shall be submitted with the disks. When reviewed and approved by the Engineer, the CD/R disks will be the approved initial or revised progress schedule for the contract. The approval will be documented by the Engineer on a corresponding plot of the schedule and returned to the Contractor

Four copies of each schedule submission shall be printed in color on 8.5 in x 14 in. (minimum) size sheets showing all columns, bars, column headings at the top, time scale at the top and showing relationships.

The schedule shall indicate the critical path to contract completion. Only on controlling item shall be designated at any point in time on the schedule.

Basis of Payment. This work will not be paid for separately, but shall be considered as included in the cost of various items of work in the contract.

CONTRACT TIME

All work required in this contract shall be completed within **255** working days of the authorization to proceed. The Contractor shall schedule his/her operations so as to complete all work as required under this contract and open all lanes of all roadways to traffic within **255** working days. The Contractor shall note that the required work will be dependent on the placement of the required embankment material with time allowance for the necessary settlement prior to completing the final subgrade and pavement operations and this will likely require an expedited work schedule to accomplish. The Contractor will not be allowed any additional working days to complete any remaining finish grading, seeding, and cleanup work.

Failure to Complete the Work on Time: Should the Contractor fail to complete the necessary work to comply with the allowable **255** working days, the Contractor shall be liable to the Department, not as a penalty, but as liquidated and ascertained damages, for each working day beyond the contract working days or extended time as may be allowed and subject to the conditions of Article 108.09 of the Standard Specifications and any special provisions included herein.

COOPERATION BETWEEN CONTRACTORS

The Contractor is to be aware that traffic control limits of this contract may overlap those of another project(s) that may be under construction along IL Route 13 concurrently with this work.

The reconstruction of the existing I-57 & IL 13 cloverleaf interchange (Contract 78182) will include implementing a SMART Traffic Monitoring System as part of the Traffic Control plan. The Contractor shall be required to coordinate the placement of any traffic control devices or signs specified herein with the monitoring and messaging devices required for the interchange reconstruction project.

The Contractor shall also be aware that improvements on this contract will connect to improvements being made on another project that may be under construction concurrently with this work on the IL Route 13 Frontage Road and Marathon Drive. This adjacent contract is the IL Route 13 Frontage Road Project (Contract 78251).

The Contractor shall coordinate his/her work with the other Contractors to minimize any possible conflicts. The Contractor shall also notify the Engineer 5 working days in advance of any work that may affect other adjacent contracts.

TRAFFIC CONTROL PLAN
Effective: 1985 Revised: 2/17/99

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the guidelines contained in the National Manual of Uniform Traffic Control Devices for Streets and Highways, the Supplemental Specifications, these Special Provisions and any special details and highway standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 and Section 701 of the Standard Specifications for Road and Bridge Construction and the following traffic control related (1) Highway Standards; (2) Supplemental Specifications and Recurring Special Provisions; (3) other Special Provisions; (4) Plan Details which are included in this contract:

1. Highway Standards:

701001, 701006, 701011, 701101, 701106, 701201, 701301, 701306, 701311, 701326, 701421, 701423, 701426, 701427, 701501, 701502, 701601, 701606, 701701, 701901, BLR 21, BLR 22

2. Supplemental Specifications and Recurring Special Provisions:

   Guardrail and Barrier Wall Delineation
   Temporary Modular Glare Screen System
   Work Zone Public Information Signs
   Night Time Inspection of Roadway Lighting

3. Special Provisions:

   Contract Time
   Cooperation Between Contractors
   Traffic Control and Protection, (Special)
   Edge of Pavement Drop-Off
   Traffic Control Staging
   Temporary Concrete Barrier Relocation
   Temporary Traffic Signal Installation

Traffic Signal System Shutdown
Portable Changeable Message Signs
Raised Reflective Pavement Markers
Temporary Ramps
Lane Rental IL Route 13 (Night Time)
Intersection Rental
Sign Removal and Relocation
Temporary Lighting System

4. Plan Details: Construction Staging and Maintenance of Traffic

Traffic control standards shall be applied as directed by the Engineer. Suggested applications for each standard are as follows:

701001 This standard can be used for work which is performed beyond 15' from the edge of the traffic lane of Skyline Drive, Sinclair Drive, Marathon Drive, and the Frontage Road.

701006 This standard should be used for work which is performed within 15', but not closer than 2' to the edge of traffic on Skyline Drive, Sinclair Drive, Marathon Drive, and the Frontage Road.

701011 This standard should be used for off-road moving operations work which is performed at the edge of the traffic lane of Skyline Drive, Sinclair Drive, Marathon Drive, and the Frontage Road.

701101 This standard should be used for work which is performed within 15', but not closer than 2' to the edge of the traffic lane of IL Route 13.

701106 This standard should be used for work which is performed outside of 15' from the edge of the traffic lane of IL Route 13.

701201 This standard should be used for a daytime only lane closures on Skyline Drive, Sinclair Drive, Marathon Drive, and the Frontage Road.

701301 This standard should be used along Skyline Drive, Sinclair Drive, Marathon Drive, and the Frontage Road when short time work operations are being performed. Typical operations are hot mix density testing, application of temporary pavement marking, marking patches, and miscellaneous survey operations.

701306 This standard should be used when moving operations (daytime only) are being performed. Typical operations are bituminous resurfacing, shoulder operations and miscellaneous utility operations.

701311 This standard should be used when moving operations (daytime only) are being performed. Typical operations are landscaping, application of pavement marking and miscellaneous utility operations.

701326 This standard should be used for lane closures on IL Route 13 associated with pavement widening operations.

701421 This standard should be used for work with a temporary lane closure on IL Route 13 for day operations only. The 45 mph speed limit signs on the standard shall be replaced with 35 mph speed limit signs.

701423 This standard should be used for work with a temporary lane closure on IL Route 13. The 45 mph speed limit signs on the standard shall be replaced with 35 mph speed limit signs.

701426 This standard shall be used along IL Route 13 for any work that is continuous or intermittent moving operations where the average speed is greater than 1 mph. Typical operations are landscaping, application of pavement marking and miscellaneous utility operations.

701427 This standard should only be used for lane closures on IL13 for intermittent moving operations such as pavement marking.

701501 This standard should be used along Skyline Drive, Sinclair Drive and Marathon Drive for work requiring an urban lane closure.

701502 This standard should be used on Skyline Drive for work requiring a closure of the bi-directional left turn lane.

701601 This standard should be used along IL Route 13 for work requiring a lane closure with a non-traversable median.

701606 This standard should be used along IL Route 13 for work requiring an urban lane closure.

701701 This standard should be used along IL Route 13 for work encroaching on the pavement during radius work and shoulder work at the intersections with Skyline Drive, Sinclair Drive, and Marathon Drive and used along Skyline Drive Morgan Avenue for the Frontage Road, Bradford Lane, and Banterra Drive intersection connections.

701901 This standard includes the traffic control device details.

BLR 21 This standard should be used along Skyline Drive, Sinclair Drive, the Frontage Road, and Marathon Drive for work requiring a full roadway closure.

BLR 22 This standard should be used along Skyline Drive, Sinclair Drive, the Frontage Road, and Marathon Drive for work requiring a roadway closure to thru traffic.

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

(a) In accordance with the applicable portions of the Standard Specifications.

(b) The Contractor shall schedule and conduct his operations so as to insure the least obstruction to traffic, create a minimum of confusion to the public, and to conform to Article 107.09 of the Standard Specifications.

(c) Access to all public roads and private entrances shall be maintained during all stages of the work unless otherwise shown. This includes providing continuous access to Cerrado LLC (Parcel #401) from Skyline Drive and/or the new Frontage Road, Phillip Campbell (Parcel #408) from IL Route 13 and/or the new Frontage Road / Marathon Drive and Reinbold Limited Partnership (Parcel #409) from IL Route 13 and/or the new Frontage Road.

(d) In accordance with Article 406.04 of the Standard Specifications and by alternating lifts between lanes during construction of the granular or bituminous grade raises.

(e) Cones, drums or barricades shall be placed on the closed lane, not the open lane. They may be moved over to the open lane to allow paving equipment to pass but shall immediately moved back to the closed lane after the last roller pass.

(f) IL Route 13 shall be kept open to at least two lanes of traffic in each direction to the greatest extent possible.

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

Prior to allowing traffic on any portion of the roadway that has been cold milled, the Contractor shall have erected "Rough Grooved Surface" and "Uneven Pavement" signs that conform to the details shown in the plans. A minimum of one sign at each end of the improvement will be required. The Contractor shall maintain the "Rough Grooved Surface" signs until the cold milled surface is covered with HMA. The Contractor shall maintain the "Uneven Pavement" signs until the resurfacing operations are completed.

The cost of furnishing, erecting, maintaining, relocating and removing the required work zone signing shall be included in the contract. This shall include all work zone signs shown in the Construction Staging and Maintenance of Traffic Plans, those included in the IDOT Traffic Control Standards and the requirements for work zone signs included herein.

All existing signs that require removal, to be covered, and/or relocation shall be included in the contract under this item of work.

Basis of Payment: The cost of furnishing, erecting, maintaining, relocating and removing the required temporary traffic control measures to implement the traffic control standards and requirements described herein and as shown on the Maintenance of Traffic Plans shall be included in the contract price for TRAFFIC CONTROL AND PROTECTION (SPECIAL) – LUMP SUM. The cost of Traffic Control and Protection Standard 701201, 701306, 701326, 701421, 701423, 701501, 701502, 701601, 701606, 701701, BLR 21 and BLR 22 will not be paid for separately but shall be included in the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

This work shall consist of furnishing, erecting, relocating, maintaining, and removing all traffic control items as shown in the Maintenance of Traffic Plans and in the traffic control standards listed in the TRAFFIC CONTROL PLAN special provision. Items shall include signs, drums, barricades and all other equipment, hardware, and labor necessary to maintain the lane shifts and/or closures. The Contractor will be required to install, maintain, remove, and relocate traffic control items numerous times as shown on the Maintenance of Traffic Control Plan or as directed by the Engineer. Items such as temporary pavement, temporary concrete barrier, temporary pavement marking, removal of pavement markings, and impact attenuators, will be paid for separately.

Basis of Payment. Traffic Control and Protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

EDGE OF PAVEMENT DROP-OFF

At locations where construction operations result in a differential in elevation between the edge of pavement or edge of shoulder within 8 ft of the edge of the pavement and the earth or aggregate shoulders, the posted speed and the channelizing devices shall be as specified in the Maintenance of Traffic Plans. The channelizing devices along the drop-off shall be Type II barricades. The cost of these requirements shall be included in the cost of the various traffic control pay items.

TRAFFIC CONTROL STAGING

The contractor shall provide a staging plan to the District's Project Implementation Engineer within 10 days of the award of the contract. The plan should detail the sequence of construction for all of the work shown in the plans. Special attention should be given to the work required to implement the proposed lane shifts and the work needed to remove the lane shifts. The plan will indicate any lane closures and the location of traffic with each stage (day and night). Work shall not begin until the plan is approved in writing by the Engineer. The stages in the plans are recommendations by the designer. The Contractor may use these suggestions or develop their own plan as approved by the Engineer. Detailed information for traffic control for each construction stage is noted on the Maintenance of Traffic sheets located in the plans.

SIGN REMOVAL AND RELOCATION

Existing traffic, street and object marker signs and associated posts located along the existing roadways shall be removed at the time they interfere with construction. Signs shall not be removed until the construction traffic control signing is in place. The Contractor shall re-install any of the existing traffic and street signs (including mast arm mounted) still in satisfactory condition at the locations directed by the Engineer. The Contractor shall dispose of all surplus signs and posts not re-installed on the project. The Contractor shall include the cost of removing or relocating signs in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL). Construction signing shall not be removed until permanent signs are re-installed by the Contractor.

TEMPORARY CONCRETE BARRIER RELOCATION
Effective 1988 Revised 7/17/03

This item shall be performed in accordance with the plans, the applicable portions of Section 704 of the Standard Specifications, and as specified herein.

The Contractor shall plan the operations involved in removing and relocating the temporary concrete barrier so as to minimize the period when the work zone will be unprotected; and to assure that, in the opinion of the Engineer, sufficient barrier will be in place at the end of each work day to shield traffic from all hazards. During the relocation operations, cones, drums or barricades shall be placed at 10 foot centers across all gaps in the barrier.

Prior to the relocation of the temporary concrete barrier from its initial location, the Contractor shall submit and obtain the Engineer's approval of a work plan for relocating the barrier which will meet the above requirements. The Engineer may require the Contractor to first furnish and install separate additional temporary concrete barrier of sufficient length to assure that the remaining needed barrier can be relocated from the initial installation in one daylight period.

Any additional barrier which must be furnished shall be paid for at the contract unit price per foot for RELOCATE TEMPORARY CONCRETE BARRIER. No additional compensation will be allowed on account of the above requirements.

UTILITIES
Effective 1984 Revised 1/2/97

Add the following after the first paragraph of Article 105.07 of the Standard Specifications:

Underground utilities have been plotted from available surveys and records and, therefore, their locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. Utility companies that have facilities within the project limits which will require adjustment are shown on the Status of Utilities to be Adjusted in the plans.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" phone number, 800-892-0123. This project is located in the West Marion Township.

Add the following after the first paragraph of Article 107.31 of the Standard Specifications:

The Contractor is advised that this project includes areas of highway illumination and/or signalized intersections. These areas have underground cable or conduit throughout which is to remain in service. Before driving any posts or beginning any excavation operations, the Contractor shall locate, uncover by hand and relocate any wiring which conflicts with the proposed work. Any cable or conduit which is damaged as a result of the Contractor's operations shall be replaced by him at his expense. Replacement material and methods shall meet or exceed the original specifications for the wiring. Splicing will not be permitted.

Status of JULIE Member Utilities IL 13 Grade Separation/Skyline Dr. 98859

Name and Address of Utility	Type	Locations	Estimated Date Adjustment Completed
Ameren Illinois P.O. Box 460 Marion, IL 62959 Attn: Joe Reinhard	Electric	Overhead and underground on the North side of IL 13 throughout project limits. Also crossing Skyline S. of Bradford Lane at new Frontage Rd.	Only anticipated conflict is at the S. Skyline Frontage Rd. intersection. Will be removed no later than 90 days after final plans are received.
	Low Pressure Gas	Crossing IL 13 at 1736+40. Running along Skyline on east side. May be in conflict with storm sewer at several locations around Skyline.	90 days after final plans are received.
Ameren Illinois 370 S. Main Decatur, IL 62523 Attn: Michael Wetherell	High Pressure Gas	Throughout project on North side of 13. Also crossing IL 13 at Sta: 1739+80 and crossing at 1753+60.	90 days after final plans are received.

E.D.T. Specialist 14400 Highway 37 Johnston City, IL 62951 Attn: Jimmy Davis	Fiber Communication Cable	East side of Skyline both north and south of IL 13 crossing S. Skyline at Bradford.	Has already been relocated.
Frontier Communications 208 W. Union Marion, IL 62959 Attn: Rick Shaw	Fiber and Copper Communication Cable	Located throughout project. Fiber on S. side of IL 13 will be relocated. Pedestals on S.E. quad of Skyline/13 will be relocated. Fiber duct on W. side of Skyline will be right at the bottom of the storm sewers.	90 days after final plans are received.
Windstream K.D.L. Inc. RR2 Box 93A Dahlgren, IL 62828 Attn: Rick Cunico	Fiber Communication Cable	Not believed to be located within project limits.	None anticipated.
City of Marion C/O Clarida and Zeigler Engrs. P.O. Box 937 Marion, IL 62959 Attn: Glenn Clarida	Water Sanitary Sewer	Crosses Skyline just north of 13. Valve boxes N.E. quad will have to be adjusted to account for fill. S. Skyline	90 Days after receipt of final plans. None anticipated
Southeastern IL Elec Coop P.O. Box 371 Eldorado, IL. 62930 Attn: Eric Jung	Electric	Overhead Electric on Southern Illinois Power Coop poles following BNSF Rail line.	Line is too low for adequate clearance. SEIEC will remove line and box around overpass down Skyline.
Shell Pipeline 701 Poydras Suite 1046 New Orleans, LA 70139 Attn: Jamie Honses	Gas Pipeline	40” pipeline crossing IL 13 at Sta: 1768+00.	None anticipated.
Mediacom 90 North Main Benton, Kentucky 42025 Attn: Albert Gaboriault	Fiber Optic Television and Internet	West side of Skyline in front of bank.	None anticipated.
Southern Illinois Power Coop 11543 Lake of Egypt Road Marion, IL 62959 Attn: Matt Crain	Overhead Electric	Follows BNSF RR across IL 13. Wire height is sufficient for construction and operation of new overpass.	None anticipated.

The above represents the best information the Department has available and is only included for the convenience of the bidder. The applicable provisions of Section 102 and Articles 105.07, 107.20, 107.37, 107.39, 107.40, and 108.02 of the applicable edition of the Standard Specifications for Road and Bridge Construction shall apply.

** Above utility relocation information reflected as of 11-22-11. Once the proposed right of way is clear and final plans are available, a notice will be sent to the utility companies instructing them to begin relocation of utilities in conflict with the project.

It is anticipated that utilities will not be clear of construction until approximately April 1, 2012 weather permitting.

PROCESSING MODIFIED SOIL

Delete Articles 302.05(a) and 302.05(b).

The soil modifier shall be Code L Lime added at a rate of 4% by weight.

REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT

The Contractor shall be required to remove all of the existing traffic signal equipment, suspended and buried, to an elevation of not less than 12" below finished grade, at the intersections of Skyline Drive, Marathon Drive and Sinclair Drive at which time it interferes with the proposed improvements. The existing traffic signal equipment including all poles, mast arms, signal heads, combination luminaire assemblies, junction boxes, handholes, cabling and all associated appurtenances shall be removed in accordance with the applicable portions of Section 895 of the Standard Specifications as shown on the removal plans and shall be satisfactorily disposed of off-site, or salvaged as directed by the Engineer. The Contractor shall be required to deliver any traffic signal items requested for salvage to the IDOT's Maintenance and Environmental Services facility located in Marion.

It shall be the responsibility of the Contractor to make any necessary arrangements with the utility company for the disconnection and removal of the traffic signal equipment and transfer to either temporary or permanent signal system as necessary. The temporary or new traffic signal equipment proposed shall be operational prior to this removal.

This work will be paid for at the contract unit price per each for each individual intersection for REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

TEMPORARY TRAFFIC SIGNAL INSTALLATION

The temporary traffic signal installation will be in accordance with Section 890 and this special provision. This work shall consist of furnishing, installing, maintaining, and removing the following items as shown in the plans at the intersections of Skyline Drive and Illinois Route 13 and Sinclair Drive and Illinois Route 13:

- Temporary Electric Service Installations
- Underground Conduit
- Concrete Handholes
- Full Actuated Controllers
- Uninterruptible Power Supply
- Electric Cabling
- Traffic Signal Heads
- Traffic Signal Backplates
- Detector Loops with System Output
- Traffic Signal Wood Poles, Class 2
- Span Wire Accessories
- Radio Transceiver

The work shall also include the adjustments required for the temporary signal locations in subsequent stages. The Contractor will be required to keep the existing signals, the temporary signals, the new signals, or a combination of the above signal systems operational during all stages of construction. The Contractor shall present and have approved the proposed temporary traffic signal installation before any changes are made to the existing signal installations.

Any Span Wire Mounted Traffic Signals shall use the three-wire method of mounting. The Contractor shall provide traffic signal faces, wood poles, span wire, temporary traffic signal cable, anchor devices, and all other materials required for the temporary installation. The Contractor's temporary traffic signal installation shall meet the requirements of Chapter IV of the Manual on Uniform Traffic Control Devices at all times. The Traffic Control Deficiency Deduction shall be applied when vehicle detection is not maintained to the greatest extent possible. The methods used to accomplish these tasks shall be as determined by the Contractor and approved by the District's Traffic Operations Engineer.

The Contractor shall install and place in operation each temporary traffic signal system. During changes in the traffic signal system, the Contractor will be required to keep at least one traffic signal face flashing Red, with temporary stop signs in place, for each approach to the intersection. The traffic signal shut downs (flashing all red operation) shall be kept to a minimum as required by the District's Traffic Operations Engineer. All preparatory work for the change in the signal system shall be completed before the signal system is shut down.

The Contractor shall maintain the signal systems until all construction of this project is completed to the satisfaction of the Engineer.

This work shall be paid for at the contract unit price per each, per intersection, for TEMPORARY TRAFFIC SIGNAL INSTALLATION, which price shall be payment in full for all materials equipment and labor necessary to install, maintain, and remove the temporary signal installations.

THREE WEEK NOTIFICATION PRIOR TO STARTING WORK
Effective December 2005

Revise the first sentence of Article 107.09 Public Convenience and Safety to the following “The Contractor shall notify the Engineer at least 21 days in advance of starting any construction work.

This additional notification is required so that the public can be notified of the pending construction.

LANE RENTAL IL ROUTE 13 (NIGHT TIME)

Description: For the purpose of this IL Route 13 lane rental specification, the work day will be divided into a 12 hour night time period and a 12 hour day time period defined as follows: the night time period shall be from 7:00 pm to 7:00 am (Off Peak Periods) and the day time period shall be from 7:00 am to 7:00 pm (Peak Periods). Lane closures are to be allowed only during the night time period. If due to equipment failure or any other reason the contractor is not able to open IL Route 13 to at least two lanes of traffic in each direction by 7:00 am, the contractor will be charged for a lane rental disincentive as described below. All lanes to be re-opened shall be subject to compliance with IDOT’s Drop-Off policies as shown and referenced in the

Maintenance of Traffic plan prior to re-opening after the night time period closure. Lane Rental disincentive charges in excess of the allotted number of days will be deducted from the monthly progress payments.

Lane Rental (night time period): A Lane Rental closure will be measured as a 12 foot wide traffic lane, or any part thereof per direction of travel that is closed to traffic. If eastbound and westbound lanes are both closed, then two closures will be assessed. The Contractor will be assessed a minimum of one day Lane Rental charge for each lane closure or obstruction during the night time period.

A total of 75 night time period lane closures will be allowed for the Contractor to complete all work requiring lane closures on IL 13. The following lane closure breakdown is for information only. The lane closures were estimated as listed below:

- 26 for temporary pavement widening operations
- 14 for setting, relocating, and removing temporary concrete barrier and attenuators
- 16 for stage 3 construction of remaining pavement, shoulders, curb and gutter, concrete medians, and drainage features
- 5 for cross over removal and grading
- 8 for EB Illinois 13 guardrail and guardrail stabilization installation in stage 3
- 6 for proposed/temporary signal installation

Disincentive Plan (night time period): The Contractor shall be liable to the Department in the amount of $10,000 for each night time period beyond the number allowed in the Contract plans, and any daytime period and as specified herein. There is no limit to the number of Lane Rental charges assessed that exceed the allotted night time lane closure periods.

The cost to complete the necessary traffic control and install temporary signage for the IL Route 13 lane closures shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

INTERSECTION RENTAL

Description: Intersection Rental is defined as the complete or partial closure of Skyline Drive North, Skyline Drive South, and Sinclair Drive. A complete closure is defined as when the road is closed to traffic in both directions. A partial closure is defined as when the road is closed in one direction. This does not include flagmen controlled temporary lane closures during off peak periods when both directions of travel are allowed to pass through the work zone.

The following is a breakdown of time allowed for partial and complete closures:

- A total of 30 days of complete closure will be allowed on Skyline Drive South to complete the combined work required in Stages 1C & 1D.
- A total of 20 days of partial closures will be allowed on Skyline Drive South to complete the work in Stages 1E and 1F combined.
- A total of 14 days of complete closure will be allowed on Skyline Drive North to complete the work in Stage 2E.
- A total of 10 days of complete closure will be allowed on Sinclair Drive to complete the work in Stage 2G.

The Contractor will be assessed a minimum of a one day of Intersection Rental charge for each day of partial or complete closure beyond the allowable days listed above. Intersection Rental in excess of the allotted number of days will be deducted from the monthly progress payments.

The Contractor shall notify the Resident Engineer two weeks prior to any closure of Skyline Drive South, Skyline Drive North, or Sinclair Drive. Changeable Message Signs shall be deployed to warn motorists of the road closure at least two weeks in advance, and shall remain in place throughout the closure.

The Contractor shall be liable to the Department for $8000 for each Intersection Rental day beyond the days allowed as listed in this special provision. There is no limit to the number of Intersection Rental days assessed that exceed the allowable days listed above.

Should the Contractor be delayed in the commencement, prosecution, or completion of the work for any reason, there shall be no extension of the disincentive payment calculation. The cost to complete the necessary traffic control and install temporary signage for the intersection closures shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

CLASS 1B SEEDING AND MULCH

This work shall be performed in accordance with Sections 250 and 251 of the Standard Specifications, as shown in the plans, and as follows:

(a) Class 1B Seeding (Low Maintenance Lawn Mixture) shall be used at the locations shown in the plans. The following seed mixture and rates per acre shall be used during the time of year indicated:

Seed Mixture	Spring 3/1 to 6/1 Lbs./Acre	Fall 8/1 to 10/1 Lbs./Acre	Dormant 11/15 to 3/1 Lbs./Acre
Turf Type Fescue	150	150	150
Perennial Ryegrass	20	20	20
Redtop	10	10	10
Creeping Red Fescue	20	20	20

(b) Fertilizer and agricultural ground limestone shall be uniformly spread over the designated areas immediately prior to seed bed preparation at the following rates per acre:

120 lbs. of Nitrogen Fertilizer Nutrients
120 lbs. of Phosphorus Fertilizer Nutrients
120 lbs. of Potassium Fertilizer Nutrients

2 tons of Agricultural Ground Limestone

(c) Straw mulch shall be applied to all seeded areas at the rate of 2 tons per acre of Method 2.

Basis of Payment. This work shall be paid for at the contract unit price per acre for SEEDING CLASS 1B; at the contract unit price per pound for NITROGEN FERTILIZER NUTRIENT, PHOSPHORUS FERTILIZER NUTRIENT, AND POTASSIUM FERTILIZER NUTRIENT; at the contract unit price per ton for AGRICULTURAL GROUND LIMESTONE; and at the contract unit price per acre for MULCH, METHOD 2.

For the areas of erosion control blanket specified in the erosion control plans; this work shall be paid for at the contract unit price per square yard for EROSION CONTROL BLANKET.

CLASS 7 TEMPORARY SEEDING AND MULCH

This work shall be performed in accordance with Sections 250 and 251 of the Standard Specifications, as shown in the plans, and as follows:

(a) Class 7 Seeding (Temporary Turf Cover Mixture) shall be used as a temporary erosion control method when permanent seeding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations. The following seed mixture and application rate per acre shall be used during the time of year indicated:

Seed Mixture	Spring (3/1 to 6/1) Lb./Acre	Fall (8/1 to 10/1) Lb./ Acre	Winter 11/15 to 2/28
Perennial Ryegrass	50	50	Temporary Straw Mulching Only
Spring Oats	64	-	
Winter Wheat	-	64	

(b) Fertilizer and agricultural ground limestone shall be uniformly spread over the designated areas immediately prior to seed bed preparation at the following rates per acre:

40 lbs. of Nitrogen Fertilizer Nutrients
0 lb. of Phosphorus Nutrients
0 lb. of Potassium Fertilizer Nutrients
0 tons Agricultural Ground Limestone

(c) Straw mulch shall be applied to all seeded areas at the rate of 2 tons per acre of Method 2.

Basis of Payment: This work shall be paid for at the contract unit price per acre for SEEDING CLASS 7; at the contract unit price per pound for NITROGEN FERTILIZER NUTRIENT; and at the contract unit price per acre for MULCH, METHOD 2.

AGGREGATE FOR TEMPORARY ACCESS

This work shall consist of placing courses of aggregate on a prepared sub-grade to provide temporary but continuous access to the private entrances during construction operations. These aggregates shall be in accordance with the Standard Specifications except that CA 10 may be used in lieu of CA 6 at the option of the Contractor.

Granular material shall be compacted to not less than 95 percent of the Standard Laboratory Density according to ASHTO T99 (Method A or C) or to the satisfaction of the Engineer. The base shall be constructed to a minimum thickness of 6" and to a minimum width of 10'. The Contractor shall be required to grade, blade and provide additional aggregate for maintenance as directed by the Engineer to maintain suitable access. A nominal quantity for this item has been added to the contract for use as directed by the Engineer. No additional compensation or adjustment to the unit prices shall be allowed for adjustments in the plan quantity.

This work shall be measured and paid for at the Contract unit price per ton for AGGREGATE FOR TEMPORARY ACCESS.

FURNISHED EXCAVATION

A Contractor request for approval of the furnished excavation material source shall contain:

(a) An 8 1/2" x 11" topographic map or sketch containing the dimensions of the area proposed and the locations of pertinent landmarks, the name(s) of the property owner, and the proposed depth of cut. Copies of this map may also be used for subsequent submittal required for the archeological survey of the borrow site.

(b) A statement that approval has been obtained from the property owner to allow entry upon his/her property for material investigation.

The contractor shall provide access for truck mounted drilling equipment, if required, to and from and in all areas where he/she requests material investigations.

Furnished excavation which is to be used in the roadway embankment without restrictions must have more than 35% of the total sample passing the No. 200 sieve. The soil must have a liquid limit valued of 50.0 or less and a plasticity index value of 5.0 or more as defined by the AASHTO Classification System. These soils shall be capable of obtaining the required design embankment strengths. Soils proposed by the contractor for furnished excavation or borrow which do not meet the aforementioned requirements will be assigned varying degrees of restrictions up to and including complete rejection depending on the nature and engineering properties of the material. These restrictions, if any, will be set forth in the proposed borrow material report.

It is anticipated that, depending upon the workload at the time, this field and laboratory investigation may take up to 15 days.

REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL

The following locations were identified as containing material that may not provide a stable platform for paving operations because these areas normally contain standing water:

Existing roadside ditch left of IL Route 13	Sta. 1731+70 to 1734+90
Existing roadside ditch right of IL Route 13	Sta. 1759+30 to 1760+45
Existing drainage way left of Frontage Road	Sta. 471+74 to 472+15

These areas shall be undercut 18'' to stable material as shown on the schedule of quantities and as determined by the Engineer. The excavated soils shall be replaced with aggregate or suitable earth excavation. The material placed in the undercuts is considered part of the embankment and shall be placed and compacted in accordance with the requirements of Section 205 of the Standard Specifications.

The excavated undercut material may be used elsewhere in the embankment subject to the following restrictions: 1) the placement location of the undercut soils must be approved by the Engineer, and 2) the moisture content of the undercut material must be reduced by thorough disking to not more than 110% of Standard Proctor Optimum.

Excavation of the undercut material will be paid for at the contract unit price per cubic yard for REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL.

No additional compensation will be allowed for the additional drying and/or haul distance necessary to meet the requirements of this Special Provision.

The undercut location listed above is approximate and may be increased or reduced by the Engineer as field conditions warrant.

SUBGRADE
Effective 1984 Revised 1/2/97

In addition to the provisions of Article 301.04 of the Standard Specifications which require that the entire sub-grade shall be compacted to not less than 95% of the standard laboratory density, in cut sections the top 150mm (6") of the sub-grade shall not contain more than 120% of the optimum moisture determined in accordance with AASHTO T 99 (Method A or C). The cost of this work will not be paid for directly but shall be included in the cost of the various pay items for the pavement structure.

SAWED JOINTS

Where a portion of an existing paved driveway, pavement or bituminous surface is to be removed and replaced, and where there is not a joint at or near the limits of the proposed removal, the proposed joint between the existing and new construction shall be scored with a saw to prevent the surface from spalling. The score line shall be straight and shall be at the locations shown on the plans, or as directed by the Engineer.

A concrete sawing machine meeting the approval of the Engineer shall be used. The joint shall be cut to a depth sufficient to insure that the concrete or bituminous will not break along any location other than at the sawed joint, but not less than 2".

Saw cuts shall not be paid for separately, but shall be considered as included with the appropriate item of construction, and no additional compensation shall be given.

ENGINEER'S FIELD OFFICE TYPE A

Revise first sentence of the Engineer's Field Office Type A Article 670.02 to read: Type A field offices shall have a ceiling height of not less than 7 ft and a floor space of not less than 1000 sq ft.

Delete Article 670.06.

RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL & REPLACEMENT

This work shall be completed in accordance with Section 781 of the Standard Specifications for Road and Bridge Construction and shall consist of the removal of the existing raised reflective pavement marker reflectors on IL Route 13 as necessary for the temporary lane shifts as outlined in the Construction Staging and Maintenance of Traffic Plans. This work shall also include the replacement of said reflectors in preparation for the removal of the traffic control for the various stages of construction.

This item of work shall be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REMOVAL and at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, REFLECTOR REPLACEMENT with no further compensation being made.

RAISED REFLECTIVE PAVEMENT MARKERS (TEMPORARY & PERMANENT)

Both temporary and permanent raised reflective pavement markers shall be used to delineate lane shifts from the beginning of the shift throughout the limits of the work to the end of the ending lane shift. Temporary markers shall be used to enhance the skip dash pavement markings between lanes of traffic and placed as shown on the plan schedules. The markers shall be used during stages 1 and 2 and the spacing shall be 80' except on the crossovers where the spacing shall be 40'. Temporary markers shall be removed from one stage to another if the lane shift is different than the previous stage. Upon switching to the final lane configuration, all temporary markers shall be removed and the final permanent raised reflective markers shall be placed as shown on the Pavement Marking plans. The temporary raised reflective pavement markers shall meet the requirements of the Jackson 301559# series Pavement Marker Temporary or equivalent to be installed with the adhesive pads. The raised pavement markers shall be crystal and shall be installed in accordance with Section 781 of the Standard Specifications.

This work shall be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER, RAISED REFLECTIVE PAVEMENT MARKER (BRIDGE) and TEMPORARY RAISED REFLECTIVE PAVEMENT MARKER. Removal of any markers shall be paid for at the contract unit price per each for RAISED REFLECTIVE PAVEMENT MARKER REMOVAL.

FENCE REMOVAL

This work shall consist of removing all existing fencing, gates, posts, supports, foundations and associated hardware at the locations shown on the plans or as directed by the Engineer. All material included with this removal shall be disposed of off-site by the Contractor. All work shall be completed in accordance with the applicable portions of Section 201 of the Standard Specifications.

All fence material requiring removal as shown in the plans or as directed by the Engineer will be measured and paid for at the contract unit price per foot for FENCE REMOVAL. Prior to beginning fence removal operations, the Contractor shall notify the adjacent property owners in addition to the Engineer in order to ensure that livestock operations are properly contained outside of the right-of-way limits.

PAVED SHOULDER REMOVAL

Paved shoulder removal shall consist of the removal and disposal of all existing shoulder pavement and base at the locations shown in the plans and as directed by the Engineer.

This work shall meet the requirements of Section 440 of the Standard Specifications. When portions of the existing pavement and appurtenances are to remain in place, the Contractor shall form a perpendicular straight joint by full-depth machine sawing at the ends and at all edges of portions to be removed to prevent surface spalling when the pavement is broken out.

Sawcutting will not be measured and paid for separately but shall be considered included in the cost for PAVED SHOULDER REMOVAL.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PAVED SHOULDER REMOVAL which shall include removing and disposing of the entire pavement structure.

STORM SEWERS

Before excavating and laying any storm sewer, the Contractor shall excavate and uncover, at all points of crossing of the proposed storm sewer, all known underground utilities that are not to be adjusted so that, in case of conflict, the adjustments can be made by others before laying the storm sewer.

The cost of the labor and materials involved in locating said utilities shall be included with the contract unit prices per foot for storm sewers involved, and no additional compensation shall be allowed.

Storm sewers shall be placed in accordance with the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012. The cost incurred when crossing intersecting utility lines and tying into existing inlets shall be incidental to the cost of the storm sewer pipe and additional compensation shall not be given.

STORM SEWER (WATER MAIN REQUIREMENTS)
Effective: September 1, 2007

This work shall consist of constructing a storm sewer to meet water main standards, as required by the IEPA requirements or when otherwise specified. The work shall be performed in accordance with applicable parts of Section 550 of the Standard Specifications, applicable sections of the current edition of the IEPA Regulations (35 Ill. Adm. Code 653.119), the applicable sections of the current edition of the Standard Specifications for Water and Sewer Main Construction in Illinois, and as herein specified.

This provision shall govern the installation of all storm sewers which do not meet IEPA criteria for separation distance between storm sewers and water mains. Separation criteria for storm sewers placed adjacent to water mains and water services are as follows:

1. Water mains and water service lines shall be located at least ten (10) feet horizontally from any existing or proposed drain, storm sewer, or sewer service connection.

2. Water mains and water service lines may be located closer than ten (10) feet to a sewer line when:

    a) local conditions prevent a lateral separation of ten (10) feet, and
    b) the water main or water service invert is eighteen (18) inches above the crown of the sewer, and
    c) the water main or water service is either in a separate trench or in the same trench on an undisturbed earth shelf located to one side of the sewer.

3. A water main or water service shall be separated from a sewer so that its invert is a minimum of eighteen (18) inches above the crown of the drain or sewer whenever water mains or services cross storm sewers, sanitary sewers or sewer service connections. The vertical separation shall be maintained for that portion of the water main or water services located ten (10) feet horizontally of any sewer or drain crossed.

When it is impossible to meet 1, 2, or 3 above, the storm sewer shall be constructed of concrete pressure pipe, slip-on or mechanical joint ductile iron pipe, or PVC pipe equivalent to water main standards of construction. Construction shall extend on each side of the crossing until the perpendicular distance from the water main or water service to the sewer or drain line is at least ten (10) feet. Storm sewers meeting water main requirements shall be constructed of the following pipe materials:

Concrete Pressure Pipe

Concrete pressure pipe shall conform to the latest AWWA C300, C301, C302 or C 303.

Joints shall conform to Article 41-2.07B of the "Standard Specifications for Water and Sewer Main Construction in Illinois."

Ductile-Iron Pipe

Ductile-iron pipe shall conform to ANSI A 21.51 (AWWA C151), class or thickness designed per ANSI A 21.50 (AWWA C150), tar (seal) coated and/or cement lined per ANSI A 21.4 (AWWA C104), with a mechanical or rubber ring (slip seal or push on) joints.

Joints for ductile-iron pipe shall be in accordance with the following applicable specifications:

1. Mechanical Joints - AWWA C111 and C600
2. Push-On Joints - AWWA C111 and C600

Plastic Pipe

Plastic pipe shall be marked with the manufacturer's name (or trademark); ASTM or AWWA specification; Schedule Number, Dimension Ratio (DR) Number or Standard Dimension Ratio (SDR) Number; and cell class. The pipe and fittings shall also meet NSF Standard 14, and bear the NSF seal of approval. Fittings shall be compatible with the type of pipe used. The plastic pipe options shall be in accordance with the following:

1. Polyvinyl Chloride (PVC) conforming to ASTM D 1785. Schedule 80 is required for all pipe sizes, except when the pipe is to be threaded, and then it shall be Schedule 120. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
2. Polyvinyl Chloride (PVC) conforming to ASTM D 2241. SDR 26 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.
3. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F441. Schedule 80 is required for all pipe sizes. Threaded joints are not allowed. It shall be made from CVPC compound meeting ASTM D 1784, Class 23447.
4. Chlorinated Polyvinyl Chloride (CPVC) conforming to ASTM F 442. SDR 26 or less is required for all pipe sizes. It shall be made from CPVC compound meeting ASTM D 1784, Class 23447.
5. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C900. DR 25 or less is required for all pipe sizes.

It shall be made from PVC compound meeting ASTM D 1784 Class 12454.

6. Polyvinyl Chloride (PVC) conforming to ANSI/AWWA C905. DR 26 or less is required for all pipe sizes. It shall be made from PVC compound meeting ASTM D 1784, Class 12454.

Jointing of plastic pipe shall be by push-on joint, solvent welded joint, heat welded joint, flanged joint, or threaded joint, in accordance with the pipe manufacturer's instructions and industry standards. Special precautions shall be taken to insure clean, dry contact surfaces when making solvent or heat welded joints. Adequate setting time shall be allowed for maximum strength.

Elastomeric seals (gaskets) used for push-on joints shall comply with ASTM F477.

Solvent cement shall be specific for the plastic pipe material and shall comply with the ASTM Standard D 2564 (PVC) and ASTM F493 (CPVC) and be approved by NSF.

For water-sewer line crossings only, storm sewer meeting water main requirements may also be constructed of reinforced concrete sewer pipe. The sewer pipe shall conform to ASTM C 76 with a rubber gasket meeting ASTM C 443. The pipe class shall meet the requirements of Section 550 of the *Standard Specification for Road and Bridge Construction*.

This work will be measured and paid for at the contract unit price per foot for STORM SEWER (WATER MAIN REQUIREMENTS) of the diameter specified.

TREE REMOVAL

This work shall consist of tree removal operations within the proposed right-of-way limits as shown on the tree removal schedule included in the plans, in accordance with Section 201 of the Standard Specifications except as herein specified.

The Contractor shall take whatever precautions necessary during all operations to protect public and private property from any harm or damage that might otherwise result from the removal operations. The Contractor shall take further precautions to assure that no debris from the removal operations will fall into the roads or streets that are open to traffic.

The Contractor is advised that all trees to be removed for the construction of this project shall be physically marked for that purpose by the Engineer prior to any tree removal operations. The Contractor shall then take whatever precautions necessary to remove only those trees marked.

Basis of Payment. Tree removal will be measured for payment as specified in Article 201.10 of the Standard Specifications for all areas within the proposed right-of-way and temporary easements as shown in the plans. Areas of tree removal measured by acre are called out by station ranges in the plans and include all areas of trees delineated by tree lines within the proposed grading limits. Payment shall be for all labor, materials and equipment to remove and dispose of trees at the contract unit price per acre for TREE REMOVAL, ACRES, per unit for TREE REMOVAL (6 TO 15 UNITS DIAMETER) and per unit for TREE REMOVAL (OVER 15 UNITS DIAMETER) measured as specified herein.

TEMPORARY DITCH CHECKS

This work shall consist of constructing temporary ditch checks for the purpose of erosion control in accordance with Section 280 of the Standard Specifications and the details shown in the plans. A quantity of twelve (12) lineal feet was estimated for all ditch check locations.

This work will be measured and paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS.

SEDIMENT BASINS

This work shall consist of constructing sediment basins for the purpose of erosion control in accordance with Section 280 of the Standard Specifications, Highway Standard 280001 and the details shown in the plans.

Initial excavation and interim maintenance of these temporary basins shall be measured and paid for at the contract unit price per cubic yard for EARTH EXCAVATION FOR EROSION CONTROL and unit price per ton for AGGREGATE (EROSION CONTROL).

Maintenance of sediment basins will be as directed by the Engineer and shall include the removal of trapped sediment from the basins when the basin becomes 75 percent filled. Trapped sediment and accumulated silt shall be disposed of according to Article 202.03. Maintenance excavation shall also be measured and paid for at the contract unit price per cubic yard for EARTH EXCAVATION FOR EROSION CONTROL.

TRENCH BACKFILL

Add to Section 208.01 of the Standard Specifications:

This item shall consist of furnishing, transporting and placing porous granular material for backfilling concrete pipe culverts, precast box culverts, and storm sewers which are constructed beneath the roadway.

Revise Section 208.02 of the Standard Specifications to read:

The coarse aggregate shall be CA-10 aggregate conforming to Article 1004.01 or locally available gravel meeting the following gradation:

Passing 1½" sieve	95 - 100%
Passing ½" sieve	40 - 75%
Passing #4 sieve	20 - 50%
Passing #200 sieve	0 - 15%

The material shall be compacted in accordance with Method 1 of Article 550.07.

Measurement and Payment shall be in accordance with Article 208.03 and 208.04 of the Standard Specifications.

STONE RIPRAP

This work shall be in accordance with the requirements of Section 281 of the Standard Specifications, except the thickness of riprap placement may vary as directed by the Engineer. Payment shall be at the contract unit price per square yard for STONE RIPRAP of the class specified and the thickness shown in the plans.

TYPE C INLET BOX STANDARD 609006 (SPECIAL)

This work shall consist of furnishing and installing TYPE C INLET BOX STANDARD 609006 (SPECIAL) in accordance with Section 609 of the Standard Specifications and the details shown in the plans.

The price of the TYPE C INLET BOX STANDARD 609006 (SPECIAL) includes the frame and grate, the concrete, the reinforcement bars, and joint filler of the inlet size specified in the plans.

This work will be measured and paid for at the contract unit price per each for TYPE C INLET BOX STANDARD 609006 (SPECIAL).

INLET SPECIAL, TYPE 3, 5 FEET (INLETS, SPECIAL, NO. 1)

This work shall consist of furnishing and installing INLET SPECIAL, TYPE 3, of the size specified, in accordance with Section 602 of the Standard Specifications and the details shown in the plans.

The price of the inlets includes the Cast Iron Frame, Special, Type 1 with Type 1 Closed Lid, the concrete, the reinforcement bars, metal steps and joint filler of the inlet size specified in the plans. Class SI Concrete shall be used throughout and pre-cast inlets shall not be allowed. At proposed connections to existing storm sewers, the depth of inlet may need to be wider than the minimum specified to accommodate the existing trunk sewer location or angle of proposed connections.

This work will be measured and paid for at the contract unit price per each for INLETS, SPECIAL, NO. 1, regardless of the depth required for construction.

INLETS, SPECIAL, NO. 2

This work shall consist of furnishing and installing an INLET, TYPE B with a Neenah R-3501-R Frame and Grate or approved equal in accordance with Section 602 of the Standard Specifications and the details shown in the plans. This inlet shall be located within the proposed entrance right of Sta. 3+42 on Skyline Drive South.

The price of the inlet includes the inlet, top and frame and grate. This work will be measured and paid for at the contract unit price per each for INLETS, SPECIAL, NO. 2.

FLUSH INLET BOX FOR MEDIAN, STANDARD 542546, SPECIAL

This work shall consist of constructing a flush median inlet box at Sta. 1751+95 near the west abutment of the new dual Marathon Drive bridges in accordance with Section 602 of the Standard Specifications and the details shown in the plans.

The price of the flush median inlet box includes the frame and grate, the concrete, the reinforcement bars, and joint filler for the inlet detailed in the plans. Class SI Concrete shall be used throughout and pre-cast inlets shall not be allowed.

This work will be measured and paid for at the contract unit price per each for FLUSH INLET BOX FOR MEDIAN, STANDARD 542546, SPECIAL.

CONCRETE MEDIAN, SB-6.06 (SPECIAL)

The work shall include constructing a solid median on Skyline Drive south and shall be completed in accordance with the applicable portions of Section 606 of the Standard Specifications for Road and Bridge Construction, Highway Standard 606301 and as shown on the details included in the plans.

The median base, below the pavement surface, shall be constructed of portland cement concrete pavement 9 ½" (jointed). The median base shall be constructed with no longitudinal joints at the back of the curb. In stage 3 the curbs and median shall be constructed on top of the previously constructed median base. The curbs and median shall be constructed monolithically with no longitudinal joints between the curb and median. Transverse joints shall be grooved or sawed to match the joint locations in the median base and adjacent pavement. Epoxy coated deformed #4 tie bars shall be drilled and anchored to the median base. The epoxy coated #4 tie bars shall be 8 inches long and 4 inches shall be anchored into the median base. An approved chemical adhesive shall be used to anchor the tie bars. The tie bars shall be installed at a minimum spacing of 36" center to center and 6" off the face of each curb and pavement fabric shall be provided in the solid median as detailed in the plans.

Payment for this work shall be at the contract unit price per square foot for CONCRETE MEDIAN, SB-6.06 (SPECIAL) which will include all labor, material and equipment necessary to complete this solid median item of work including the necessary pavement fabric and tie bars.

PRISMATIC CURB REFLECTOR
Effective October 4, 2000; Revised January 1, 2007

Description: This work shall consist of furnishing and installing prismatic curb reflectors on islands, medians and other locations as directed by the Engineer. This work shall be done according to the applicable requirements of Sections 782 of the Standard Specifications, Highway Standard 782001 and this Special Provision.

Materials: In addition to the requirements of Article 1097.01 of the Standard Specifications, the prismatic surface shall provide a reflective area between 1.5 sq in. (960 sq mm) and 2 sq in. (1290 sq mm). When installed the unit shall not protrude more than 0.75 inch (19mm) above the mounting surface. The unit shall have one reflective surface that is placed approximately perpendicular to the mounting surface. The base of the marker shall be designed for adhesive mounting.

The unit shall support a 800 lb. (360 kg) load. This shall be determined by placing the unit on a flat plate and slowly applying the load by means of another plate evenly to the entire top flat surface of the unit. Breakage or significant deformation of the unit shall constitute failure.

The coefficient of luminous intensity of each reflector shall be equal to or exceed the following minimum values regardless of reflector orientation.

Divergence Angle Degrees	**Entrance Angle Degrees**	**Intensity Candle Power/ Foot Candle (Candelas/Lux)**	
		Crystal	Amber
0.2˚	0˚	14 (1.3)	11 (1.0)
0.2˚	+5˚*	14 (1.3)	11 (1.0)
0.2˚	+10˚*	9 (0.8)	7 (0.7)
0.2˚	+20˚*	5 (0.5)	7 (0.4)

* Traffic Side

Basis of Payment. This work will be paid for at the contract unit price per each for PRISMATIC CURB REFLECTOR.

TEMPORARY LIGHTING SYSTEM

This work shall consist of providing a temporary lighting system at the project locations specified in the plans. The Contractor shall provide all labor, material, and equipment necessary to furnish, install, maintain, and remove the temporary lighting system. This work shall also include the relocation of temporary lighting facilities as necessary to accommodate the various stages of construction and removal of all temporary lighting facilities at the completion of the project. All work shall be performed in accordance with the plans, Standard Specifications, and as directed herein.

The Contractor shall submit for the District's approval, any modifications to the lighting design plan showing the proposed locations of all temporary poles for each stage of construction associated with each phase of the project. Any modifications by the Contractor to the lighting design shall meet the requirements of Department's BDE Design Manual Chapter 56 and no poles shall be installed until the Contractor's revised detailed lighting design plan is approved by the Engineer.
The Contractor shall not purchase temporary lighting facilities until the Contractor has submitted shop drawings and received the Engineer's approval to proceed. All temporary lighting facilities shall become property of the Contractor and shall be removed from the site at no additional cost. Any temporary lighting materials used by the Contractor which come from stock rather than being purchased new for this project shall require written approval by the Engineer.

The Contractor shall be responsible to maintain the temporary lighting system throughout the project and no additional compensation will be allowed for this work, no matter how many times temporary and/or permanent lighting facilities are relocated. The Contractor shall furnish to the Engineer the names and phone numbers of two persons responsible for call-out work on the lighting system on a 24/7 basis.

Underground portions of temporary lighting circuits shall be installed as shown on the plans with unit duct according to Section 816.

Long underground power feeds shall be installed as shown on the plans with temporary direct burial power cable 600V secondary UD aluminum conductors and XLP insulation. Direct bury cable shall be installed by trenching according to Section 810 and plowing will not be allowed. The aluminum conductors shall meet ASTM B-230, B-231, B-609, and B-901. The cable insulation shall meet ICEA S-105-692 for XLP insulated conductors and UL Standard 854 for Type USE-2. Cables may be triplexed by the manufacturer to promote ease of installation with approval of the Engineer. The splices shall meet the applicable portions of Article 1066.06 of the Standard Specifications. Splices shall be rated for and designed to connect aluminum conductors to copper (or aluminum as applicable) conductors of the size range required. The cable extended to equipment shall be of a length sufficient for cable splices to be withdrawn a minimum of 18 in. out of above ground boxes. The cable shall be installed directly from the reels on which the cable was shipped. Dragging or laying cable on the ground will not be permitted. No underground splicing of cable will be permitted. The cable shall be installed in one continuous length with no splices where possible. The cable shall be carefully installed in trench or conduit as indicated on the plans and according to manufacturer's recommendations. The installation shall be inspected by the Engineer before it is backfilled.

Cable splicing, luminaire fusing, and lighting protection shall be submitted for the District's approval. All work required to keep the temporary and/or permanent lighting systems operational shall be at the Contractor's expense. No lighting circuit or portion thereof shall be removed from nighttime operation without the approval of the Engineer.

An inspection and approval by the Engineer shall take place before the temporary lighting system or modified system is approved for operation. Any damage to the existing lighting units and their circuitry as a result of the Contractor's negligence shall be repaired or replaced to the satisfaction of the Engineer at no cost to the Department. All burnouts shall be replaced on a next day basis and temporary wiring shall be installed as necessary to keep all lights functioning every night.

The Contractor shall not be responsible for any utility charges for establishing a point of service from the power company at the location(s) shown on the plans. The Contractor shall be responsible for all costs associated with removal of the temporary electric service when the project is complete. The Contractor shall pay the energy costs until such time as the project is final inspected and accepted by IDOT. The Contractor shall be reimbursed for repair of accident damage according to Articles 105.13 and 107.30 of the Standard Specifications.

Basis of Payment: This work shall be paid for at the contract lump sum price for TEMPORARY LIGHTING SYSTEM.

LUMINAIRE

Replace Article 1067.01(f) of the Standard Specifications with the following.

(e) Ballast. The ballast shall be integral to the luminaire. Integral ballast components shall be mounted in the rear of the luminaire on the inside of a removable door or on a removable mounting pad. Ballast wiring and lamp socket wiring shall be connected by means of a plug. Upon unplugging the ballast wiring the entire ballast assembly shall remove for maintenance. The removable door or pad shall be secure when fastened in place and all individual components shall be secure upon the removable element. Each component shall be readily removable from the ballast tray for replacement.

Ballasts shall provide a power factor ranging from 0.9 or higher with a new lamp, to 0.65 or higher at the end of lamp life under all assigned loading conditions.

Ballasts shall not be noisy. Noticeable noisy ballasts, as determined by the Engineer, will not be accepted.

The ballast shall provide lamp operation within lamp specifications for the rated lamp life at its input design voltage range. It shall have a six month operation capability with a cycling lamp.

Submittal information shall include manufacturer's literature and date to confirm compliance with all specified requirements including an ANSI Standard Ballast Characteristic Graph (Trapezoid) diagram, with all items clearly identified.

The lampholder and ballast components shall be completely wired, with connections made to a heavy duty terminal board with plug-in (pressure) connectors. Leads shall not be smaller than #16 AWG conductors. These shall be coded by tagging and/or color coding for proper identification. A complete legible wiring diagram coordinated with the wire identifications shall be displayed at a convenient location on the interior of the luminaire.

Specific requirements for each kind of ballast are as follows.

(1) High Pressure Sodium. The ballast shall be a high power factor, constant wattage auto-regulator, lead type (CWA) as specified herein.

The ballast shall produce positive lamp ignition over a voltage range not less than ±10 percent of nominal system voltage. Operating characteristics shall produce output regulation not exceeding the following values.

Nominal Ballast Wattage	Maximum Ballast Regulation
35	18%
50	18%
70	18%
100	24%
150	24%
200	26%
250	26%
310	26%
400	26%
750	25%
1000	25%

For this measure, regulation shall be defined as the ratio of the lamp watt difference between the upper and lower operating curves to the nominal lamp watts; with the lamp watt difference taken within the ANSI trapezoid parallel to the minimum lamp volt line.

The ballast shall be designed to furnish proper electrical characteristics for starting and operating a high pressure sodium vapor lamp of the specified rating at ambient temperatures of –20 to 104 °F (–29 to 40 °C). The ballast windings shall be adequately impregnated and treated for protection against the entrance of moisture, insulated with Class H insulation, and able to withstand the NEMA standard dielectric test.

Ballast losses, based on cold bench tests, shall not exceed the following values.

Nominal Ballast Wattage	Maximum Ballast Losses
35	34%
50	34%
70	34%
100	34%
150	26%
200	26%
250	24%
310	21%
400	20%
750	15%
1000	11%

Ballast losses shall be calculated based on input watts and lamp watts at nominal system voltage.

At nominal system voltage and nominal lamp voltage, the ballast shall deliver lamp wattage with the variation specified in the following table.

Nominal Ballast Wattage	Output to Lamp Variation
35	± 7.5%
50	± 7.5%
70	± 7.5%
100	± 7.5%
150	± 7.5%
200	± 7.5%
250	± 7.5%
310	± 7.5%
400	± 7.5%
750	± 7.5%
1000	± 7.5%

Over the life of the lamp the ballast shall produce average output wattage of the nominal lamp rating as specified in the following table. Lamp wattage readings shall be taken at 5 Volt increments throughout the ballast trapezoid. Readings shall begin at the lamp voltage (L_V) specified in the table and continue at 5 Volt increments until the right side of the trapezoid is reached. The lamp wattage values shall then be averaged and shall be within the specified value of the nominal ballast rating. Submittal documents shall include a tabulation of the lamp wattage vs. lamp voltage readings.

Nominal Ballast Wattage	L_V Readings Begin at	Maximum Wattage Variation
35	45 V	± 7.5%
50	45 V	± 7.5%
70	45 V	± 7.5%
100	50 V	± 7.5%
150	50 V	± 7.5%
200	90 V	± 7.5%
250	90 V	± 7.5%
310	90 V	± 7.5%
400	90 V	± 7.5%
750	110 V	± 7.5%
1000	225 V	± 7.5%

The ballast shall include an encapsulated electronic starting assembly. The starter assembly shall be comprised of solid state devices capable of withstanding ambient temperatures of 185 ºF (85 ºC).

(2) Fluorescent, High Output. The electronic ballast shall be mounted within the fixture and be designed to operate at 240 VAC, 60 Hz, with a high power factor. The ballast shall be capable of starting and operating two F72T8/HO rapid start, high output, cool white fluorescent lamps at a minimum temperature of –20 °F (-29 °C).

LUMINAIRE, METAL HALIDE, SURFACE MOUNT, ACCENT, 70 WATT

Description: This work shall consist of furnishing and installing a clock-tower accent lighting luminaire with vertical flood optics, Gardco model #DF7-SM-VFL-70MH-240-SC-F or approved equal, as specified on the plans and as directed by the Engineer. The Luminaire shall be provided with all necessary conduits, fittings, electric cable, fuseholders, fuses, junction boxes, mounting hardware and any other material needed to complete the clock-tower accent lighting installation.

Installation: The luminaire installation shall meet all applicable requirements of Section 821 of the Standard Specifications. The luminaire shall be mounted to the vertical wall surface utilizing surface mount arm. The arm shall be 18” long for bottom fixtures and 36” long for top fixtures. Bolt size, bolt circle diameter and other mounting details shall be coordinated between the selected luminaire and a precast element to have all necessary openings installed at the proper locations.

Materials: The luminaire housing shall be heavy duty die cast aluminum. The finish of the luminaire housing and mounting arm shall match the surrounding brick colored surface and shall be Federal Std. Color 10076.

The bottom four fixtures shall be provided with optical cutoff hood to limit light spillover to the surrounding areas. The Hood shall be installed on the opposite side from the mounting knuckle. The top four fixtures shall be provided with bird spikes. The finish of these accessories shall match the luminaire finish.

The luminaire shall be rain-tight, dust-tight and shall be UL listed for wet locations. All exposed fasteners and hardware shall be stainless steel. The lampholder shall be pulse rated, mogul base, glazed porcelain. The vertical flood optical system shall be homogenous sheet extruded aluminum, electrochemically brightened, anodized and sealed.

The luminaire shall be complete with 70 watt ceramic metal halide lamp and integral electronic ballast. The ballast shall be furnished with integral, color-coded leads. It shall operate from a nominal line voltage range of 120-277 volts, +/-10%, 50/60Hz. The ballast shall have a power factor greater than 90%. It shall have lamp end-of-life detection and shutdown circuit. It shall provide lamp current crest factor of less than 1.5.

The lamp shall have a color temperature of 3000K and Color Rendering Index of not less than 80. The lamp shall have minimum rated life of 15000 hours. The initial lumen output shall be minimum 5700 Lumens. It shall have universal burning position. The dimensions of the luminaire without the mounting knuckle shall not exceed 16” x 9”. The heavy duty knuckle shall allow luminaire aiming to be changed. The final luminaire aiming direction shall be approved by the Engineer.

The luminaire housing shall be painted using a powder coat process or Engineer approved equivalent. The surface shall be cleaned prior to the powder coat process by the immersion process using both an alkaline and acid bath. The finish shall be a thermosetting powder coat. The powder resin shall be type TGIC super durable grade polyester or an Engineer approved equivalent. The aluminum shall be preheated to a sufficient temperature, prior to the coating process, to insure all water vapor is removed in order to fuse the powder to the metal. The luminaire and appurtenances shall be oven cured, after spraying, for a cycle of 5 to 15 minutes at a temperature of 375 to 400 degrees Fahrenheit. The finished coat shall have a dry coat minimum thickness of 3-5 mil.

A thorough visual inspection shall be made of the painted finish of the installed luminaire and a field touchup or recoat shall be performed by the Contractor at no additional cost. Luminaires with noticeable cracking, blistering, peeling, softening, and fading or chalking shall not be accepted.

Basis of Payment: This work will be paid for at the contract unit price per each for LUMINAIRE, METAL HALIDE, SURFACE MOUNT, ACCENT, 70 WATT and shall include the luminaire, conduits, fittings, electric cable, fuseholders, fuses, junction boxes, mounting hardware and any other material needed to complete the clock tower accent lighting installation from the junction box at bridge abutment to all accent luminaires. No additional compensation will be allowed.

SERVICE INSTALLATION, TYPE A (MODIFIED)

This work shall consist of furnishing and installing a service installation on the side of the traffic signal controller cabinet, in accordance with Article 805. The material shall meet the requirements of Article 1086.02 of the Standard Specifications and the details included in the plans. A fused disconnect shall be installed instead of the circuit breaker. Galvanized steel conduit and electrical cable as required by the utility company shall be furnished from the controller cabinet to the point of service.

This work will be paid for at the contract unit price each for SERVICE INSTALLATION, TYPE A (MODIFIED), which price shall be payment in full for furnishing and installing the service installation where indicated on the plans. Any additional work or materials not covered by this special provision shall be considered included in the contract. Any charges by the utility company to provide electrical service to the service installation will be paid for in accordance with Article 109.05 of the Standard Specifications.

FULL-ACTUATED CONTROLLER AND TYPE V CABINET

The installation of a Traffic Actuated Controller shall meet the requirements of Sections 857, except as revised by this special provision. A traffic actuated solid state digital controller shall comply with the requirements of NEMA Standards for Traffic Control Systems, TS1-1983, Sections 1, 2, 13 and 14. This unit shall be capable being used as a master or local controller and or a combination of both. One possible start up mode shall be an all red display for a minimum of 20 seconds.

The controller shall be capable of telemetry for controller to controller and controller to computer system or solo operation data transfer. Through telemetry the system or solo operation shall be capable of being monitored on an IBM AT or compatible personal computer.

Typically the controller shall be completely uploaded or downloaded through telemetry either from a remote location or side by side from the computer. The latest computer software, shall be provided so data, including all timing parameters, can be transferred. The controller will use non-volatile EEPROM memory. All harnesses shall be furnished, if different than provided previously, for the controller to controller and controller to computer data transfer. The controller shall contain all normal connectors and any special connectors required for data transfer. The controller's "D" connector termination panel, and all other connectors shall be completely terminated, even if not required in this application. The twisted shielded field cables should remain shielded to within 1" of the cabinet terminals.

The controller(s) supplied must be fully compatible with the existing Eagle Traffic Signal System, complete with internal modem(s) for connection to an Encom radio transceiver type of remote monitoring system. Any additional components necessary for connection to the radio transceiver shall be included in this pay item. The "D" panel shall be prepared for leased pair telephone style interconnect. Preparation shall only include a lightning arrester and standard phone jack. All other devices will be provided by others. The controller shall be provided with an RS232 Port 3 as well as an RS232 Port 2. Connections on the "D" panel, Aux. one output should be connected to Red Rest 1&2. Aux. three should be connected to the special status 3 input. Special status 1 shall be connected to report if the cabinet door is open. A door open switch shall be provided. Special status 2 shall be connected to report if the cabinet temperature is over the preset temperature. A thermo sensing device shall be installed as needed. Special Status 4 shall be connected to report when the ups battery is low. Special status 5 shall be connected to report if the UPS is on, due to a power failure. Special Status 6 shall be connected to report if the cabinet surge arrestor has failed. The controller's "D" connector termination panel shall be provided and fully connected to provide information to the controller, of manual or monitor flash status. A slide out shelf shall be provided below the standard shelf and above the back panel terminal board. The pull out shelf should be mounted as far left as possible.

The controller shall contain an internal time base coordinator (TBC) in accordance with Section 1073.01(c)(1). One mode of operation should be Sequential Omit using software Rev. 3.32k or later.

The controller(s) supplied shall be complete with internal modem(s). The controller(s) shall be programmed and put into operation by the Contractor or his agent to provide the signal and coordination sequence as specified by the IDOT District 9 Traffic Section.

Pedestrian channels will not require special monitoring. The monitor shall have a connector for accessing stored data by the controller. The monitor shall store data of the status of the inputs during and just prior to a detected problem. The flash transfer relays shall not be energized during flash operation (conflict or manual). During conflict monitor flash a means shall be provided to restart the controller at the beginning of start up, just as if the power had been removed, and reset the monitor with a momentary pulse. The signal to restart/reset shall be delivered by telemetry and/or a momentary switch, labeled RESET, located in the police door. The pulse shall only be functional while the signals are in a monitor flash mode. Jumpers shall be installed in the unused load switch sockets to prevent false red fail reports. Hardwiring of this feature on the back panel will not be permitted. The cabinet series / parallel surge protector shall be the plug in type. The controller cabinet shall be equipped with a 16 load switch, load bay using a 12 channel conflict monitor. The buss relay to transfer power from flash mode to signal mode shall be solid state.

The traffic signal controller will not be approved for installation until the requirements of Articles 801.10(b) and 801.07 are satisfied.

This work will be paid for at the contract unit price each for FULL-ACTUATED CONTROLLER AND TYPE V CABINET of the type specified which price shall be payment in full for furnishing and installing the controller complete with the necessary connections for proper operation.

TRAFFIC SIGNAL COVER

While signal heads are mounted in place, but not yet in operation, they shall be hooded as specified in Section 880.03. To clarify, the signal cover shall appear bag like and cover the entire signal head, including the back plate, not individual faces. The cover shall be constructed of a material resistant to weathering.

GULFBOX JUNCTION

This item shall conform to the requirements of Section 815 of the Standard Specifications for Road and Bridge Construction, and the following requirements. The gulfbox shall be made of cast iron with a minimum twelve inch deep by eight inch wide concrete collar poured completely around the gulfbox. The lid of the box shall be a locking type with two keys furnished on each project.

Basis of Payment. Art. 815.04 of the Standard Specifications.

HANDHOLE SPECIAL

Composite Concrete Handholes shall conform to the requirements of Section 1088.05 of the Standard Specifications for Road and Bridge Construction, and the following requirements. Composite Concrete Handholes shall a have a minimum 24 inch by 24 inch chamber with a minimum twelve inch deep by twelve inch wide concrete collar poured completely around the handhole. The cost of this work will be considered included in the cost of the Handhole.

Basis of Payment. Art. 814.06 of the Standard Specifications.

UNINTERRUPTIBLE POWER SUPPLY EXTENDED

This work shall consist of furnishing and installing an uninterruptible power supply, hereinafter referred to as the "UPS". The control unit and the backup batteries shall be installed in the same ground mounted cabinet. The UPS shall meet the requirements of the BDE special provisions and as follows.

The UPS shall be capable of providing battery backup power to the intersection using all LED indications during periods of utility power failure. If the cabinet is equipped with a Master Controller, Local Controller, Dial up Modem and/or Radio Transceiver then the UPS will also be required to provide power to these units during periods of utility power failure. A relay, installed in the signal controller cabinet, shall be provided to bypass the UPS when commercial power is available. The relay shall be installed in place of the Manual Bypass Switch. The backup batteries shall be equipped with a battery balanced charging system.

The backup batteries should be placed on thermostatically control heat pads.

Basis of Payment. This work will be paid for at the contract unit price each for UNINTERRUPTIBLE POWER SUPPLY, EXTENDED, which price shall be payment in full for furnishing and installing the UPS complete with necessary connections for proper operation at the local controller intersection.

INDUCTIVE LOOP DETECTOR, RACK MOUNTED

Each rack shall have a high level power supply and each card shall have two channels. Each barrier shall have a separate high level power supply. Each rack shall be labeled on the shelf as shown below. Each detector amplifier shall have both call delay and call extend features. The delay defeat should only be active during the green of that phase. The detector resets should be tied together and activated by a momentary output of system output 3. Momentary output provided by RC circuit if necessary. The detection outputs shall first be connected to a two row terminal strip. Top row of the terminal for the detector outputs and diodes connected to their assigned phases on the bottom row. The detector amplifiers shall be the NEMA type exchangeable with other manufacture brands.

885.04 Basis of Payment. Each Rack Mounted Loop Detector Amplifier will be paid for separately, which price shall include the necessary connections and adjustments for proper operation.

Rack Mounted Loop Amplifiers Labeled as follows:

IL 13 and Skyline Drive

05 SL-L EB LT	05	02 ADV EB	01 SL-L WB LT	01	06 ADV WB
05 SL-R EB LT	02 SL-RT EB	02 CALL EB	01 SL-R WB LT	06 SL-RT WB	06 CALL WB
07 SL SB LT	04 SL SB	03 SL-L NB LT	08 SL NB		
04 SB	04 SL-RT SB	08 NB	08 SL-RT NB		

IL 13 and Sinclair Drive

05 SL-L EB LT	05 EB LT	02 ADV EB	06 WB	06 ADV WB	07 SL-L SB LT	04 SB	04 SL-L SB
05 SL-R EB LT	02 EB	02 CALL EB	06 SL-RT WB	06 CALL WB	07 SL-R SB LT	07 SB LT	04 SL-R SB

0	- Phase	NB	-North Bound
ADV	- Advance	SB	-South Bound
SL	- Stop Line	EB	-East Bound
R	- Right Lane	WB	-West Bound
L	- Left Lane		
M	- Middle Lane		

T - Turn
CALL - Call

RADIO TRANSCEIVER

This work shall consist of furnishing and installing a radio transceiver inside a traffic signal controller cabinet. The transceiver shall be microprocessor based and comply with the applicable requirements of Section 859 of the Standard Specifications for Road and Bridge Construction adopted January 1, 2012 and the following requirements:

The radio interconnect system shall consist of a data telemetry radio transceiver unit mounted in the traffic signal controller cabinet. The local transceiver shall be connected to a directional multielement yagi type antenna with a 12db gain aimed at the master antenna site. The antenna shall have directional characteristics that make the maximum use of the radio signal. The transceiver at the master location will have an omnidirectional type antenna with 4db gain, both antennas shall be mounted completely above any metal on the support pole. Typically a ten foot length of conduit is mounted on the support pole using a tee bracket and slip fitter bracket with the antenna mounted near the top of the conduit. The antennas shall be mounted as required by the manufacture. The antenna(s) shall be mounted on a steel combination mast arm pole or highway lighting pole closest to their respective controllers or as shown on the plans.

The data telemetry radio transceiver shall draw its power from the same auxiliary power source that powers other equipment in the traffic signal cabinet. The unit shall operate on 120VAC 60HZ.

The data telemetry transceiver shall contain a PC Based Control circuitry, and connectors for advanced diagnostics. The portable diagnostic unit shall remain during the warranty period. The data telemetry transceiver shall contain a data management system, which shall interface the controller or master data to the radio transmitter and radio receiver. In effect, the data telemetry radio transceiver unit shall function as the radio equivalent of a two-wire interconnect cable. Operation of the data telemetry radio transceiver shall be completely transparent to the traffic signal controller or master. The data telemetry radio transceiver shall be capable of transmitting data at 1200-baud to 9600-baud.

The data telemetry transceiver shall comply with all applicable NEMA Environmental Standards TS1-83 for traffic signal controllers and should have a warranty for one year.

The radio transmitter and receiver characteristics are detailed below.

DATA TELEMETRY TRANSMITTER

The transmitter shall operate according to the following specifications:

Frequency Range	900-950 MHz
Channels	1
Transmit/Receive Separation	20 MHz
Channel Spacing	25 kHz
RF Power Output	5 Watts @ 950 MHz
Output Impedance	50 Ohms
Frequency Stability	+/-5 PPM
Spurious Emissions	-50 dBc

FM Hum and Noise	-33 dBc
Duty Cycle	10

DATA TELEMETRY RECEIVER

The receiver shall operate according to the following specifications:

Sensitivity	.35 Microvolt (12 dB Sinad) .50 Microvolt (20dBB Quieting)
RF Input Impedance	50 Ohms
Frequency Stability	±5 PPM
Selectivity	65 dB
Intermodulation	60 dB
Spurious and Image Reject	60 dB
Modulation Acceptance	±7.5 kHz
Hum and Noise	50 dB

The antenna shall be attached to the pole by stainless steel bands or other approved devices of sufficient size and strength to resist torque. A 3/4" diameter hole (for 1/2" rubber grommet) shall be drilled in the pole to accommodate the coaxial cable from the radio transceiver to the antenna. The cable to the antenna may share the same conduit as the signal and or lighting cable to the mast arm and or highway lighting pole. The antenna cable shall be measured by the contractor before ordering; normally the cable will not be greater than 100 feet long. In line lightning protection shall be provided for the coaxial cable in the controller cabinet. The coaxial cable shall be either, Shireen ARC400, Times Microwave LMR-400 or Andrew CNT-400. The coaxial cable connector shall be the crimp on type using only the proper crimp on device.

The manufacturer representative should be present at the intersections to inspect the installation and turn on the radio transceivers. The manufacturer of both the transceivers and the signal controllers shall cooperate to correct any communications problems. Additional equipment should be on site during the warranty period with diagnostic capabilities of both the master and local transceivers used on the Encom Communication Software.

Basis of Payment. This work will be paid for at the contract unit price each for RADIO TRANSCEIVER, which price shall be payment in full for furnishing and installing the radio transceiver, antennas, and coaxial cable complete, with necessary connections for proper operation.

VERTICAL TYPE TERMINAL BLOCK AND HOUSING

A bare aluminum terminal compartment and mounting hardware, attached with stainless steel bands, shall be mounted on the vertical shaft of each mast arm. The compartment shall be mounted approximately 10 feet above the surface. This terminal shall only contain the cables for the horizontal mast arm signal faces.

One federal yellow vertical terminal block shall be provided on the vertical shaft of each mast arm pole if more than one (vehicle or pedestrian) face is to be mounted. This terminal shall contain the cables for the signal faces mounted on the vertical shaft of the mast arm. Cables for the pedestrian push buttons or for highway lighting should not terminate in either terminal compartment.

Basis of Payment. The furnishing and installation of the vertical terminal block(s) and housing shall be included in the contract unit price of the electric cable involved.

TRAFFIC SIGNAL POST (SPECIAL)

The traffic signal post shall be supplied in accordance with the specification in Art. 875 and as follows: The shaft of the post should be made of Aluminum and the base of the post should be made of ferrous material.

Basis of Payment. This work will be paid for at the contract unit price per foot for TRAFFIC SIGNAL POST of the length specified.

TRAFFIC SIGNAL SYSTEM SHUTDOWN

Before any signalized intersection is shut down both District 9 Bureau of Operations and the local Police Department shall be notified 48 hours in advance. The Police Department shall also be given the anticipated duration of the shut down.

The existing signal system(s) shall remain operational until the temporary system(s) are in place. These existing systems may be shut down for one (1) working day each to relocate the existing controller, install the new controller and/or service installations. The Contractor shall have as much as possible accomplished prior to the shut down, so that the signals will be shut down for the least amount of time possible. Each shut down shall be discussed with the Bureau of Operations prior to implementation. During these shutdowns, the Contractor shall maintain flashing red lights at each intersection. The Contractor shall also provide and erect stop signs while signals are in the red flashing mode.

Each intersection switch over must be completed by the end of the work day. Unless otherwise indicated in the plans, any work involved in these system shutdowns shall be included in the cost of the contract.

PREFORMED PLASTIC PAVEMENT MARKING TYPE B – INLAID

This work shall consist of furnishing and applying preformed plastic pavement marking, Type B, according to Section 780 of the Standard Specifications, as shown in the plans, and/or as directed by the Engineer except as herein modified.

Installation in existing HMA, existing PCC, and new PCC pavement shall be in accordance with Article 780.07(a) except that a groove shall be cut in the pavement to accommodate the pavement marking. Installation in new HMA pavement shall be in accordance with Article 780.07(a).

Basis of Payment. This work will be paid for at the contract unit price per foot of applied line width, as specified, for PREFORMED PLASTIC PAVEMENT MARKING, TYPE B – INLAID and/or per square foot for PREFORMED PLASTIC PAVEMENT MARKING, TYPE B – INLAID – LETTERS AND SYMBOLS.

GROOVING FOR RECESSED PAVEMENT MARKING

Description: This work shall consist of the grooving of new/existing HMA pavement surface and new/existing PCC pavement surface in preparation for the application of recessed pavement marking lines.

Equipment: The grooving equipment shall be equipped with a free-floating cutting or grinding head. The grinding or cutting head shall be equipped with diamond saw blades, steel star cutters and /or carbide tipped star cutters. A grinder head configuration may be used on hot-mix asphalt (HMA) surfaces to achieve a rough surface texture in the bottom of the groove. Diamond saw blades shall be used on the cutting head when a smooth surface in the bottom of the groove is required by the Engineer, or contract specifications, or pavement marking material manufacturer's recommendations.

CONSTRUCTION REQUIREMENTS

Pavement Grooving Methods: The grooves for recessed pavement markings shall be constructed using the following methods.

a) Wet Saw Blade Operation. When water is required or used to cool the saw blades, such as during a continuous edge line grooving operation, the groove shall be flushed with high pressure water immediately following the cut to avoid build up and hardening of slurry in the groove. The pavement surface shall be allowed to dry for 24 hours prior to the application of the pavement markings following a wet saw blade operation.

b) Dry Saw Blade Operation. If the grooving is done with dry saw blades, the groove shall be flushed with high-pressure air to remove debris and dust generated during the cutting operation.

Pavement Grooving: Grooves shall be cut into the pavement prior to the application of the pavement marking. The grooves shall be cut such that the width is 1 inch wider than that of the line to be placed. Grooves for letters and symbols shall be cut in a shape so that the entire marking will fit. The position of the edge of the grooves shall be a minimum of 2 inches from the edge of concrete joints or HMA paving seams along edge or centerlines. The depth of the groove shall not be less than the manufacturer's recommendations for the marking material specified, but shall be installed to a minimum depth of 100 mils +/- 10 mils for pavement marking tapes and 40 mils +/- 10 mils for liquid markings.

On new HMA surfaces the Contractor shall either install markings per Article 780.07(a) during rolling operations or determine if the new HMA has achieved the necessary strength and hardness to support grooving prior to the start of a grooving operation. Some HMA mixes may require 14 or more days to achieve adequate hardness to support a grooving operation. On existing HMA surfaces some existing HMA pavements may not be strong enough to support a grooving operation. For existing HMA pavements the Engineer shall determine if the existing HMA has the necessary strength and hardness to support grooving prior to the start of a grooving operation.

Cleaning: Immediately prior to the application of the pavement markings the groove shall be cleaned with high-pressure air blast.

Method of Measurement: This work will be measured for payment in place, in linear feet of the pavement marking lines applied and accepted, for the groove width specified. Grooving for letters, number, and symbols will be measured in square feet as specified in the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot for GROOVING FOR RECESSED PAVEMENT MARKING of the groove width specified, and per square foot for GROOVING FOR RECESSED PAVEMENT MARKING, LETTERS, NUMBERS AND SYMBOLS, of the type specified.

MEDIAN REMOVAL

This work includes solid concrete median or concrete median surface removal within the limits shown on the plans or as directed by the Engineer. This item shall be performed in accordance with the applicable portions of Section 440 of the Standard Specifications. Any combination concrete curb and gutter adjacent to the existing medians shall be measured and paid for separately.

Basis of Payment. This work shall be measured and paid for at the contract unit price per square foot for MEDIAN REMOVAL. Any combination concrete curb and gutter adjacent to the existing medians shall be measured and paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL.

ISLAND REMOVAL

This work includes removal and disposal of existing concrete islands and any combination concrete curb and gutter adjacent to the existing islands within the limits shown in the plans or as directed by the Engineer. This item shall be performed in accordance with the applicable portions of Section 440 of the Standard Specifications.

The existing islands typically consist of a 4 inch thick concrete median surface with 6 inch barrier concrete curbs around the perimeter of each island. The removal of the combination concrete curb and gutter surrounding the island shall be included in the island removal item of work.

This work will be measured to include the existing median surface only and paid for at the contract unit price per square foot for ISLAND REMOVAL but shall include removal of the median surface along with any adjacent curb and gutter.

SUSPENSION OF SLIPFORMED PARAPETS
Effective: January 1, 2007

Slipforming of parapets is not allowed on this contract.

REMOVE RIGHT-OF-WAY MARKERS

The Contractor shall make the necessary arrangements for the removal of any right-of-way markers that are within the limits of this project but will no longer be located at the proposed right-of-way limits.

The Contractor shall make sure all locations are witnessed by a professional land surveyor and confirm with the Engineer that they are no longer required prior to removing them.

Basis of Payment. This work shall be measured and paid for at the contract unit price per each for REMOVE RIGHT-OF-WAY MARKERS.

HOT-MIX ASPHALT STABILIZATION 6" AT STEEL PLATE BEAM GUARDRAIL

This item shall be constructed in accordance with the applicable portions of both Sections 482 and 630 of the Standard Specifications for Road and Bridge Construction and as detailed on IDOT Highway Standard 630201. The work shall include constructing a 3' wide HMA stabilization shoulder for the placement of guardrail at locations as shown in the plans.

Basis of Payment. This work shall be measured and paid for at the contract unit price per square yard for HOT-MIX ASPHALT STABILIZATION 6" AT STEEL PLATE BEAM GUARDRAIL.

VARIABLE WIDTH GUTTER FLAG

This item shall be constructed in accordance with the applicable portions of Section 606 of the Standard Specifications for Road and Bridge Construction and as detailed on Standard 606001. The work shall include constructing a variable width gutter flag at some locations as shown on the intersection details in the plans.

Payment for this work shall be at the contract unit price per foot for the type of combination concrete curb and gutter that the variable width transitions from, which will include all labor, material and equipment necessary to complete this item of work.

HEADWALL, WINGWALL AND END SECTION REMOVALS

This work shall consist of the complete removal and off-site disposal of any headwalls, wingwalls or end section treatments located at the ends of any culverts shown to be removed throughout the project limits, in accordance with Section 501 of the Standard Specifications.

This work will be measured and paid for at the contract price per each for CONCRETE HEADWALL REMOVAL for any headwalls encountered and per foot for PIPE CULVERT REMOVAL for any end sections encountered at the ends of any existing culverts shown to be removed. This price shall include labor, materials and equipment required to remove and dispose of the existing end treatments regardless of the type or size encountered.

LANDSCAPING GRAVEL

This item shall consist of providing landscape gravel for the median surface between the proposed dual bridges over the BNSF Railroad and Marathon Drive. This shall be placed 3'' thick in the area between the asphalt shoulders (22'-0'' wide) from approximate Stations 1747+70 to 1752+12 as shown in the plans and as directed by the Engineer.

The landscaping gravel shall be a large brown/tan colored gravel in accordance with Article 1004 of the Standard Specifications and shall be approved by the Engineer. WEED BARRIER FABRIC shall be placed prior to the landscape gravel and shall be in accordance with Article 1081.14 of the Standard Specifications.

This work shall be paid for at the contract unit price per square yard for LANDSCAPING GRAVEL which price shall include all labor, material and equipment necessary, including the required WEED BARRIER FABRIC and no additional compensation will be allowed.

MANHOLES, TYPE A, 7' – DIAMETER TYPE 3V FRAME AND GRATE

This work shall consist of furnishing and installing a 7' – Diameter manhole with a vaned inlet frame and grate at Sta. 1736+36.65, 100.61' left of IL Route 13 as shown in the plans in accordance with Section 604 of the Standard Specifications and per Highway Standard 604011. IDOT Type 3V frame and grate shall be used at this location in the proposed curb and gutter as shown on the drainage plans and designated in the quantity schedules. This work shall be measured and paid for at the contract unit price per each for MANHOLES, TYPE A, 7' – DIAMETER TYPE 3V FRAME AND GRATE.

PAVEMENT BREAKING

Pavement Breaking shall consist of preparing the existing pavement surfaces below the proposed embankment areas in accordance with the applicable portions of Section 205 of the Standard Specifications. The Contractor shall be required to break the existing pavement into nominal size pieces as specified and at the depth required below finished subgrade elevations.

Basis of Payment. This work will be paid for at the contract unit price per square yard for PAVEMENT BREAKING.

WICK DRAINS

Description: This work shall consist of all labor, materials, equipment and services necessary to complete the wick drain installation according to the details and dimensions shown on the plans, this specification, and as directed by the Engineer.

Submittals:

A. Within two weeks of the preconstruction meeting, the Contractor shall submit to the Engineer the following for review:

   1. Details of the equipment, sequence, and method of installation.
   2. Wick Drain samples indicating the source of the materials.
   3. List of a minimum of three projects of similar size and scope, where the same type of wick drains were installed, including details of the performance on those projects.
   4. Manufacturer's literature documenting the physical and mechanical properties of the wick drains recommended, including a letter of certification from the manufacturer documenting test results showing the required wick drain materials are in accordance with this specification.

B. Four weeks prior to installation, the Contractor shall submit the wick drain detailed drawings to the Engineer for review. The detailed plans shall indicate the wick drain layout and spacing, within the limits as shown on the plans and tied to the roadway alignment baseline. Top and bottom elevations of the wick drains shall also be listed on the plan.

C. At the end of each working day, the Contractor shall supply a daily summary of the wick drain installation. The summary shall include the drain type, locations, and quantity, (i.e. length to the nearest 4 inches). In addition, the documentation shall include any field adjustments/decisions/approvals, and splicing information at each location.

Materials:

A. The materials used for construction of the wick drains shall satisfy the following requirements:

1. Wick drains shall be of newly-manufactured materials and shall consist of a core enclosed in, or integrated with, a jacket. The jacket shall allow free passage of pore water to the core without loss of soil material or piping. The core shall provide continuous vertical draining.
2. The wick drains shall be a pre-fabricated band-shaped drain with an aspect ratio (width divided by thickness) not exceeding 50.
3. The jacket material shall be a synthetic non-woven geotextile capable of resisting all bending, punching, and tensile forces imposed during installation and during the design life of the wick drain, including localized damage (e.g. punching through the filter by sand/gravel particles).
4. The jacket shall be sufficiently rigid to withstand lateral earth pressures due to embedment and surcharge so that the vertical flow capacity through the core will not be adversely affected.
5. The jacket shall be sufficiently flexible to bend smoothly during installation and induced consolidation settlement without damage.
6. The jacket shall not undergo cracking and peeling during installation of the wick drain.
7. The jacket shall conform to the following additional criteria:

TEST PROPERTY	**TEST METHOD**	**MINIMUM VALUE***
GRAB TENSILE STRENGTH	*ASTM D4632*	80 LBS.
TRAPEZOIDAL TEAR	*ASTM D4533*	25 LBS.
PUNCTURE STRENGTH	*ASTM D4833*	50 LBS.
MULLEN BURST STRENGTH	*ASTM D3786*	130 PSI

* The jacket material shall be tested in saturated and dry conditions. These requirements apply to the lower of the two tested conditions.

These criteria must be demonstrated by manufacturer's test results and a letter of certification, as requested under the ***submittals*** section above.

8. The core shall be a continuous plastic material fabricated to promote drainage along the axis of the vertical wick drain.

Assembly:

A. The mechanical properties (strength and modulus) of the assembled wick drain shall be equal or exceed those specified for the jacket and core.

B. The assembled wick drain shall be resistant against wet rot, mildew, bacterial action, insects, salts in the groundwater, acids, alkalis, solvents, and any other significant ingredients in the site groundwater.

C. One single type of assembled wick drain should be used on the project unless otherwise directed by the Engineer.

D. The assembled wick drain shall have a minimum equivalent diameter of 2.1 inches using the following definition of equivalent diameter:

$D_W = (A + B)/2$

D_W = DIAMETER OF A CIRCULAR DRAIN EQUIVALENT TO THE BAND SHAPED DRAIN

A = WIDTH OF A BAND SHAPED DRAIN

B = THICKNESS OF A BAND SAHPED DRAIN

Protection of Materials: During shipment and on-site storage, the wick drain shall be wrapped in heavy paper, burlap, or similar protective covering and protected from sunlight, mud, dirt, dust, debris, or other detrimental substances until installation.

Installation: Wick drains shall be installed with approved modern equipment, which will minimize disturbance of the subsoil during installation. The wick installation rig shall utilize either vibratory or static push methods. Installation shall be in accordance with the following procedure:

A. Wick drains shall be staked out by the Contractor. The locations of the wick drains shall not vary by more than 6-inches from the locations on the drawings, as specified, or as directed by the Engineer. Wick drains that are out of their proper location by more than 6 inches, are damaged during installation, or are improperly completed, will be abandoned in-place and no compensation will be allowed for any material furnished or for work performed on such wick drains.

B. The Engineer may vary the depths, spacing, or the number of wick drains to be installed, and may revise the plan limits for this work, as necessary.

C. The drainage wick shall be installed using a mandrel or sleeve that is continuously vibrated or statically pushed into the soil. The sleeve shall protect the wick material from tears, cuts, or abrasion during installation, and shall be retracted after each drainage wick is installed. The sleeve shall be rhombic or rectangular in shape, and of a cross-sectional area not to exceed 10 square inches. To minimize disturbance to the subsoil, the sleeve shall not be advanced into the subsoil using impact methods. In no case will alternate raising and lowering of the mandrel be permitted. Raising of the mandrel will only be permitted after completion of a wick drain installation. The equipment must be carefully checked for plumbness prior to advancing each wick, and must not deviate more than one inch per five feet from vertical.

D. Wick drains shall completely penetrate the compressible soft to stiff clay overburden at the site.

E. The contractor is permitted to use augering or other methods to loosen stiff upper fill soils, such as existing pavement fragments or granular sub-bases, prior to wick drain installation. No additional compensation will be made for augering or loosening of the existing fill soils.

F. Where obstructions other than existing pavement fragments or existing granular sub-bases are encountered below the working surface, which cannot easily be removed or penetrated using normal and accepted procedures, the contractor shall complete the wick drain from the elevation of the obstruction to the working surface and notify the Engineer within four hours.

G. Splices or connections of wick drain material shall be done by stapling in a workman-like manner so as to assure structural and hydraulic continuity of the wick drain. The jacket and core shall be overlapped a minimum of 6-inches at any splice. A maximum of one splice per drain installed will be permitted, unless otherwise directed by the Engineer.

H. The installed wick drains shall be neatly cut at its upper end with 12 inches protruding above the working surface at each drain location.

Quality Assurance:

A. Prior to the installation of wick drains within the designated areas, the Contractor shall demonstrate his equipment, methods, and materials, to produce a satisfactory installation in accordance with these specifications. For this purpose, the Contractor shall install 6 trial wick drains totaling approximately 170 linear feet at locations designated by the Engineer. Payment will be made at the bid price per linear foot for wick drains. Payment will not be made for unsatisfactory trial wick drains.

B. Approval by the Engineer of the method and equipment to install the trial wicks shall not necessarily constitute acceptance of the means and methods for the remainder of the project. If, at any time, the Engineer considers that the method of installation does not produce a satisfactory wick, the Contractor shall alter his method and/or equipment as necessary to comply with these specifications.

C. Wick drain materials shall be labeled or tagged in such a manner that the information for sample identification and other quality control purposes can be read. As a minimum, each roll shall be identified by the manufacturer as to lot or control numbers, individual roll number, date of manufacture, manufacturer and product identification of the jacket and core.

D. The Contractor shall provide the Engineer with suitable means of making a linear determination of the quantity of wick material used in each wick location. During installation, the Contractor shall provide suitable means of determining the depths of the wick drains at any given time.

Measurement of Quantities: Wick drains will be measured for payment in feet in-place for the full length of wick drain complete and in-place. Wick drains that are out of the proper location by more than 6 inches, or wick drains that are damaged in construction, or wick drains that are improperly completed will not be measured for payment, and no compensation will be allowed for any material furnished, or for work performed on such wick drains.

Basis of Payment: This work will be paid for at the contract unit price per foot for WICK DRAINS. The prices shall be full compensation for the cost of furnishing the full length of wick drain material, installing the wick drains, altering of the equipment and methods of installation in order to produce the required end result and shall also include the cost of furnishing all tools, materials, labor, equipment, services and all other costs necessary to complete the required work.

No direct payment will be made for unacceptable wick drains or for any delays or expenses incurred through change necessitated by improper or unacceptable material or equipment, but the costs of such shall be included in the Unit Prices bid for this work. No additional compensation will be allowed for the cost of constructing any work platform to provide stability for the wick drain installation equipment and to allow movement of the wick drain installation equipment across the site.

SETTLEMENT PLATFORMS

This work shall be done according to Article 204.06 of the Standard Specifications for Road and Bridge Construction and the Settlement Platform Detail in the District Details section of the plans except as herein modified.

The Contractor shall install settlement platforms in Stages 1 and 2 at the locations shown on the plans or as directed by the Engineer. The settlement platforms will be used by the Engineer to determine when sub-base placement, pavement and shoulder construction, and drainage structure and pipe installations can commence. The area of concern covered by the settlement platforms includes all areas within the boundaries of the wick drain installations as outlined on the wick drain plan. No sub-base placement, pavement or shoulder construction, drainage structure or pipe installation shall begin in these areas until the Engineer grants the approval based on settlement platform readings.

The settlement platform 4' x 4' steel base plate shall be ¼" thick.

Settlement readings shall be taken a minimum of once each week, or more frequently, to expedite production rates, as approved by the Engineer.

Upon completion of the embankment, the settlement readings will continue to be taken by the Engineer until no more than 0.01' of settlement occurs per week for a minimum of 2 weeks in a row. Once this occurs and the Engineer determines, based on the Geotechnical Report, the total anticipated future settlement of the embankment is 1 inch or less then approval will be given to the Contractor to commence drainage structure and pipe installation, sub-base placement, and the construction of the pavement and shoulders.

The duration of settlement monitoring is at the discretion of the Engineer.

Basis of Payment: This work shall be paid for at the contract unit price per each for SETTLEMENT PLATFORMS, which price shall include all labor, equipment, and materials necessary to install, maintain, and partially remove and cap the settlement platforms. Additional settlement platforms requested by the Engineer to aid in the determination of settlement rate and amount shall be paid at the contract unit price per each for SETTLEMENT PLATFORMS. If the Contractor requests a credit for the placement of additional embankment due to settlement during construction, the Engineer may require additional settlement platforms be installed for quantity determination. Settlement platforms installed for quantity determination shall not be paid for separately but shall be considered included in the cost of FURNISHED EXCAVATION.

SAND DRAINAGE BLANKET

The work of this item consists of furnishing all materials and equipment necessary for the construction of a sand drainage blanket to form a horizontal drainage layer between the proposed embankment and the existing or prepared ground surface after installation of the wick drains is completed.

Materials: The sand for the drainage blanket shall conform to Section 1003 of the Standard Specifications. The gradation shall be FA 6, except that the percentage passing the No. 200 sieve shall be a maximum of 6 percent.

Construction Requirements: The sand drainage blanket shall be constructed to the thickness and within the lines and grades shown on the plans. Sand may be placed by end dumping or other approved method, and spread uniformly over the site to the neat lines shown on the plans. The working edge of the sand blanket should be maintained out in front of any dozing or blading equipment during placement so as not to disturb the integrity of the protruding wick drains. At no time should grading equipment be traversing the working surface of protruding wick drains, prior to sand drainage blanket installation.

The sand shall be compacted to a minimum of 70% of the relative density (ASTM D4253 and D4254) in order to provide a stable base for the embankment.

Prior to placement of the embankment, the sand drainage blanket shall be reshaped if necessary to conform to the lines shown on the plans.

Method of Measurement: The sand drainage blanket will be measured as cubic yards of sand placed and no allowance will be made for any sand placed outside the lines as specified herein or as directed by the Engineer.

Basis of Payment: The sand drainage blanket will be paid for as plan quantity at the contract unit price per cubic yard for SAND DRAINAGE BLANKET. No additional payment will be made for additional sand placed because of settlement.

PORTABLE CHANGEABLE MESSAGE SIGNS

This work consists of furnishing, placing, and maintaining changeable message sign(s) according to the Standard Specifications and the following:

A total of 4 changeable message signs shall be required in this contract. All signs must be in place and operational for a minimum of 7 calendar days prior to lane closures. Each sign shall state the day work will begin and delays are possible. The exact message will be approved by the Engineer. The Contractor may be required to relocate each sign multiple times during the contract at his or her expense. The exact location of the placement of these signs shall be determined in the field by the Engineer.

The furnishing, placing, and maintaining of portable changeable message sign(s) shall be paid for per calendar month as CHANGEABLE MESSAGE SIGN.

ANTI-GRAFFITI PROTECTION SYSTEM

Description. This work shall consist of the furnishing and application of an anti-graffiti coating to the surfaces of the MSE walls and architectural elements as designated on the plans.

General Requirements. The anti-graffiti protection system shall consist of a permanent, color stable, UV, stain, chemical and abrasion resistant coating. The removal of the graffiti from the protected surfaces shall be accomplished by applying a separate removal agent as recommended by the manufacturer of the permanent coating. The removal agent shall have the capability of completely removing all types of paints and stains. After graffiti removal there shall be no damage to the anti-graffiti coating or the surface to which it is applied. Additionally there shall be no evidence of ghosting, shadowing or staining of the protected surface.

Qualifications. The anti-graffiti protection system shall be a product that has been commercially available for a period of at least 5 years. Samples of the proposed material shall be supplied to the Engineer for testing. The Contractor shall follow the manufacturer's recommendations and apply the material to the half of the MSE wall sample test panel and the entire architectural element brick pattern sample test panel following the staining of the concrete sample test panels as outlined in the Aesthetic Treatments special provision. After the manufacturer's recommended curing period the Engineer will apply various types of graffiti materials to the coating. After three days the removal agent shall be used to remove the graffiti. If after graffiti removal the anti-graffiti coating is clean and undamaged with no evidence of ghosting, shadowing or staining then the anti-graffiti coating is approved for use.

Surface Preparation. Prior to application of the anti-graffiti coating all designated surfaces shall be cleaned by a method as recommended by the coating manufacturer and approved by the Engineer. All surfaces shall be thoroughly clean, dry and free of dust that might prevent penetration of the coating. The concrete should be thoroughly cured before application of the coating. The concrete surfaces the anti-graffiti protection system shall be applied to on this project are to be colored and textured as shown on plans. The texturing shall be accomplished utilizing form liners. The staining of the concrete MSE wall panels and architectural elements shall be completed prior to the application of the anti-graffiti protection system. Concrete surfaces shall be properly sealed according to the manufacturer's recommendations so that application of the system does not produce any noticeable long term change in the color of the surfaces being treated. A technical representative of the manufacturer shall be present to approve surface preparation and application of the anti-graffiti protection system. The contractor shall provide a complete system of pre-casting, texturing, cleaning, staining, and providing an anti-graffiti protection system. The contractor shall coordinate with the various suppliers to ensure all of the components used in the process are compatible with the other components.

Weather Conditions. Coatings shall not be applied in the rain, snow, fog or mist nor shall they be applied if these conditions are expected within twelve hours of application. Coatings shall not be applied when surface or air temperature is less than 40° F nor greater than 100° F or is expected to exceed these temperatures within twelve hours of application.

Application. The manufacturer's product data sheets and application guides shall be submitted to the Engineer prior to coating application. All information contained in the data sheets and application guides shall be strictly followed. All coatings shall be applied in the presence of the Engineer. The wet film thickness will be measured by the Engineer and shall be according to the manufacturer's recommendation.

In a contrasting color, of the same anti-graffiti system, the name of the system used and the date of application shall be stenciled in letters not to exceed 2 inches high. The location of the stencil shall be near one end of the work at the bottom of the surface to be protected. For projects greater than 3,200 sq. ft the stencil shall be periodically repeated once for every 3,200 sq. ft near the bottom at locations designated by the Engineer.

Cleaning agent. The Contractor shall supply the Engineer with an initial quantity of the removal agent and written instructions for its use, as recommended by the manufacturer for graffiti removal. The amount shall be furnished at the rate of 1 quart per 200 sq ft of treated surface area.

Method of Measurement. This work will be measured in place per square foot of surface area upon which the anti-graffiti protection system has been applied and accepted by the Engineer. No surface area will be measured for payment for areas below final grade.

Basis of Payment. This work will be paid for at the contract unit price per square foot for ANTI-GRAFFITI PROTECTION SYSTEM, which price shall be payment in full for the cleaning of designated surfaces, the application of the anti-graffiti coating, supplying the manufacturer's technical representative and supplying the initial quantity of cleaning agent.

AESTHETIC TREATMENTS

Description. This work shall consist of the furnishing aesthetic treatments, including color and texture to the surfaces of the MSE walls and architectural elements as designated on the plans.

General Requirements. The Contractor shall provide shop drawings of all aesthetic treatments. Formwork for aesthetic treatment of the concrete facing panels for the MSE walls and the architectural elements shall be a type that produces uniform results consistent in both pattern and depth of relief with the project design aesthetics. All form liners used on the MSE wall systems for this project shall have a similar appearance in shape, color and texture. The form liner shall be supplied by one of the manufacturers listed on the plans. A photo of the desired texture and Ashlar Stone type pattern for the MSE walls is included at the end of this special provision. The completed surfaces shall be free of blemishes, discolorations, surface voids and conspicuous form marks to the satisfaction of the Engineer. The Contractor shall be responsible to coordinate the aesthetic treatments of all components to meet the design aesthetic criteria described herein and in the plans.

Sample Test Panels. Sample test panels shall be constructed to demonstrate the Contractor's workmanship for all form liner textures and patterns as shown on the plans. The architectural surface treatment of the finished work shall achieve the same final effect as demonstrated on the approved sample test panels. The materials used in the construction of the test panels shall be in accordance with all standards as listed in the project specifications and plans. The concrete mix shall be consistent with the project specifications and criteria.

One sample test panel shall be supplied for the MSE walls. The test panel shall be the size and shape of a full size panel proposed to be used in the MSE wall systems. The sample test panel shall be delivered to the project for inspection by the Engineer. Following acceptance of the panel by the Engineer the Contractor shall stain the sample test panel to achieve the color shown on the plans. Following acceptance of the panel color the sample test panel shall be used for testing the anti-graffiti protection system as outlined in the Anti-Graffiti Protection System special provision.

Two sample test panels shall be produced for the architectural elements included on the plans for Structure Numbers 100-0095 and 100-0096. The minimum size of the sample test panels shall be 4 feet x 4 feet x 6 inches. One of the architectural element sample panels shall have the texture and finish to be used for the lower portion of the element which includes the brick pattern. The brick pattern shall be on the face and sides of the sample test panel. The other sample test panel shall have the same finish and texture as is proposed for the portions of the architectural elements above the brick pattern. The sample test panels shall be delivered to the project site for inspection by the Engineer. Following approval of the sample test panels by the Engineer, the first sample test panel with the brick pattern shall be stained red to achieve the color shown on the plans.

The second panel shall be stained in 12 inch strips with each of the colors to be used on the architectural elements above the brick pattern as shown on the plans. Following acceptance of the panel colors the sample test panel with the brick pattern shall be used for testing the anti-graffiti protection system as outlined in the Anti-Graffiti Protection System special provision.

Approval of the sample test panels by the Engineer shall be obtained prior to starting production of the MSE wall panels and architectural elements to be used on the project. Approval of the sample test panels by the Engineer shall serve as a standard of comparison with respect to color and overall appearance. The sample test panels shall be kept on the project site until the MSE walls and architectural elements are completed including the staining and application of the anti-graffiti protection system. When the Engineer gives the approval to dispose of the sample test panels the Contractor shall remove and properly dispose of the sample test panels.

Concrete Stain. The concrete stain shall be a two-coat, pigmented acrylic resin system which penetrates into the masonry surface to provide water repellency, a semi-opaque aesthetic color and shall resist deterioration from salt, water, acid, alkali, fungi, sunlight or weathering. The concrete stain shall form a breathable film allowing trapped moisture vapor to safely migrate through the coating without blistering or peeling. Prior to the start of work, a manufacturer's certification shall be furnished to the Engineer from an authorized representative stating that the stain being furnished is in accordance with this special provision. Any change in sources requires a re-submittal of the certification. The concrete stain shall produce the colors shown on the plans for the MSE walls and architectural elements.

The concrete stain applicator shall have a minimum of five years demonstrated experience in applying concrete stains. The contractor shall submit appropriate experience, job listings, and project photographs from previous work.

Application procedures and absorption rates shall be as recommended by the manufacturer in writing to achieve color uniformity.

The concrete stain shall be delivered in original and sealed containers, clearly marked with the manufacturer's name, brand name, type of material, batch number, and date of manufacture. The concrete stain materials shall be stored within the temperature range recommended by the manufacturer.

Temperature and relative humidity conditions during time of concrete stain application shall be per manufacturer's application recommendations. Do not apply materials under rainy conditions or within three days after surfaces become wet from rainfall or other moisture. Do not apply when weather is foggy or overcast. Precautions shall be taken to protect all adjoining work and surfaces to render them completely free of overspray and splash from the concrete stain work. Any surfaces, which have been damaged or splattered, shall be cleaned, restored, or replaced to the satisfaction of the Engineer.

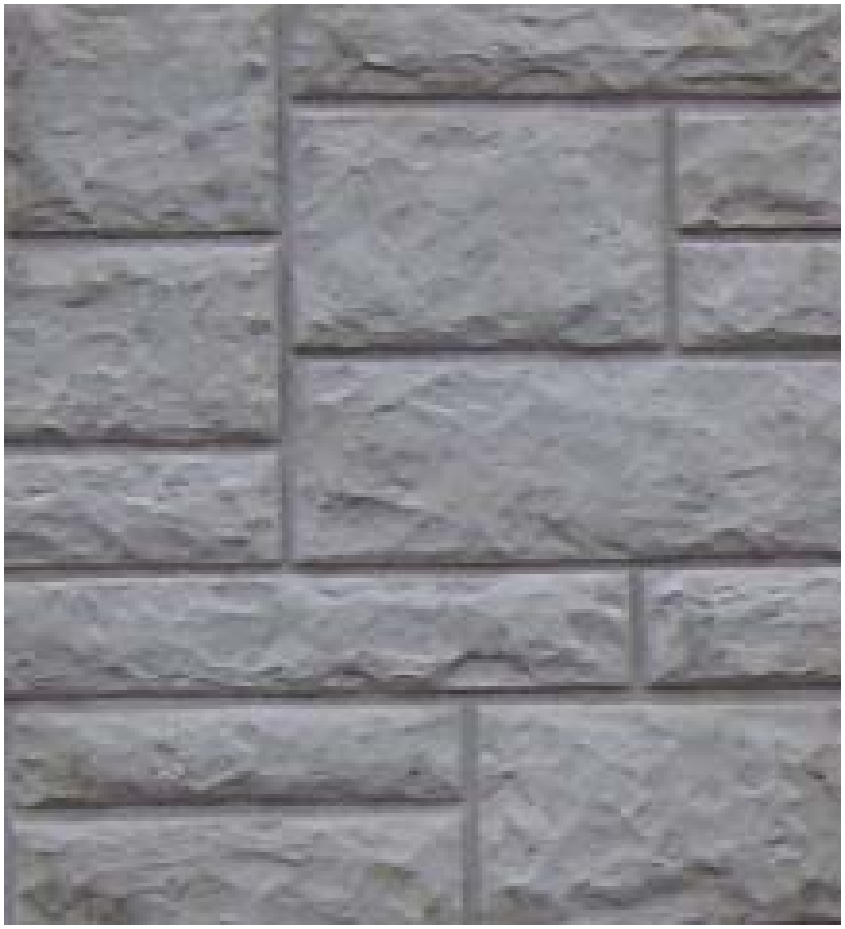
The schedule of the concrete staining of the MSE walls and architectural elements shall be coordinated with the earthwork and backfilling to ensure that the color staining is completed to one foot below the final earth grade at the face of the wall and architectural panel. Final grading against the stained panels shall not be completed until the stain has cured for the amount of time recommended by the manufacturer.

Prior to application of the concrete stain materials the concrete shall be cleaned and prepared according to the stain manufacturer's recommendations.

The stain shall be thoroughly mixed in accordance with the manufacturer's directions prior to application. The material shall not be thinned. Materials shall be applied at the rate recommended by the manufacturer. Completed stained concrete surfaces shall be free of blemishes, discoloration, surface voids, and form marks.

Method of Measurement. The textured surface of the MSE walls will be measured for payment per Art 503.21.

Basis of Payment. The textured surface of the MSE walls will be paid for per Art. 503.22. No separate payment will be made for staining the MSE walls and Architectural Elements and the cost shall be considered included in the cost of the MSE walls and Architectural Elements on this contract. No separate payment will be made for furnishing, disposing of, staining, and applying the graffiti protection system to the sample test panels. The cost shall be considered included in the cost of the MSE walls, Architectural Elements, and the Anti-Graffiti Protection System on this contract.



ARCHITECTURAL PRECAST CONCRETE PANEL

Description. This work shall consist of the furnishing and installing precast architectural elements as designated on the plans and described in this special provision.

General Requirements. All materials required to furnish the precast architectural elements shall conform to the manufacturer of the precast concrete products standards as previously approved by the Department, the Aesthetic Treatments special provision included in this contract, and the project plans.

Shop Drawings. The producer shall submit complete shop drawings to the Engineer according to Article 1042.03(b) of the Standard Specifications no later than 90 days prior to beginning construction of the precast architectural elements. No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer. All submittals shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities and cross sections necessary to construct the precast architectural elements.

Method of Measurement. This work will be measured per each precast architectural element furnished and installed as detailed on the plans.

Basis of Payment. This work will be paid for at the contract unit price per each for ARCHITECTURAL PRECAST CONCRETE PANEL, which shall include all material, connecting brackets, concrete stain, form liners, equipment, labor, and any other incidental work necessary to complete this item.

TEMPORARY RAMPS

This work shall consist of installing and removing temporary ramps as transitions for various stages of work and in order to match the proposed pavement into existing facilities as detailed in the plans or as directed by the Engineer. The temporary ramps shall be placed and removed in accordance with applicable portions of Sections 406 and 440 of the Standard Specifications. In addition to these requirements, the temporary ramps shall be constructed of HMA material and no cold mix will be allowed. The HMA material shall be a mix design approved by the Engineer. Once the temporary ramp is no longer required it shall be milled and removed as shown in the plans. All work associated with this item shall be done by cold milling and utilizing a milling machine conforming to the requirements of Article 440.04 of the Standard Specifications. It is anticipated that the depth of removal will vary in thickness within the limits of this work.

This work will be measured and the area computed in square yards of surface. The placement and removal of the HMA temporary ramp transitions will be paid for at the contract unit price per square yard for TEMPORARY RAMP.

HIGH-EARLY STRENGTH PORTLAND CEMENT CONCRETE PAVEMENT 9.5” JOINTED

The construction of the 9.5” Portland Cement Concrete Pavement proposed along Skyline Drive and Sinclair Drive shall be completed in an expeditious manner in accordance with the suggested Staged Construction Plan for these sideroad pavements and shall be subject to the “Intersection Rental” special provision included herein. When staging and temporary closure limitations warrant the need for high-early strength concrete, the Contractor shall be required to utilize a mix design with Class PP2 concrete criteria meeting the requirements of Article 1020.04 for a rich mix of Type 1 Portland Cement. The concrete mix design should be based on obtaining a compressive strength of not less than 2000 psi in 24 hours. Only non-calcium chloride accelerators will be permitted.

The concrete must obtain a strength of not less than 2000 psi and cure for a minimum of 24 hours before allowing mechanical equipment or traffic on the pavement. The requirement in Article 420.07 paragraph 8 that allows paving on an adjacent lane according to Article 701.17(c)(5) after three days will be waived and paving the adjacent lane after 24 hours will be allowed if the concrete has reached the strength determined above. Finishing shall meet the requirements of Article 420.09; Article 420.09 a(3) and b(3) will be allowed. Curing will be maintained for a minimum period of 24 hours. After 24 hours, curing will be maintained only until opening strength is attained.

Any necessary use of high-early strength concrete shall be included in the contract unit price per square yard for PORTLAND CEMENT CONCRETE PAVEMENT 9 ½" (JOINTED) and no additional payment will be allowed for the high-early strength admixtures.

INLETS, TYPE A & B, TYPE 3V FRAME AND GRATE

This work shall consist of furnishing and installing vaned inlet grates at the location designated in the plans in accordance with Section 604 of the Standard Specifications and per Highway Standard 604011. IDOT Type 3V grates shall be used at the locations shown on the drainage plans. This work shall be measured and paid for at the contract unit price per each for INLETS, TYPE A, TYPE 3V FRAME AND GRATE or INLETS TYPE B, TYPE 3V FRAME AND GRATE.

TRAFFIC COUNTER – RELOCATION

This work shall consist of furnishing and installing foundation, aggregate, weed barrier, and structural components necessary for IDOT personnel to relocate an existing traffic counter system to a new location shown on the plans, as directed by the Engineer, and as herein specified.

The wide flange beam break-away sign supports and foundations will be measured and paid for separately and included for payment per pound for STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY and per cubic yard for CONCRETE FOUNDATIONS as specified in Sections 727 and 734 of the Standard Specifications. All connection plates, stiffener plates, shims, bolts, nuts, and washers necessary for the completion of the steel sign support shall be included in the unit price for STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY. All galvanizing of steel posts, connections and hardware shall also be included in the unit price for STRUCTURAL STEEL SIGN SUPPORT – BREAKAWAY. All reinforcement necessary for the completion of the sign support foundations as detailed in the plans shall be included in the unit price for CONCRETE FOUNDATIONS.

A 6'' thick layer of CA6 or CA10 shall be placed in the median area between the asphalt shoulders (40'-0'' wide) and from the edge of the asphalt shoulders to the location of the concrete foundation (20'-0'' wide each foundation) from approximately Stations 1720+94 to 1721+06 and as directed by the Engineer. The finished grade of the CA6 or CA10 must be no higher than the edge of shoulder elevation and shall follow the existing side slopes. A WEED BARRIER FABRIC shall be placed prior to the CA6 or CA10 and shall be in accordance with Article 1081.14 of the Standard Specifications. This work shall be included in the cost of CONCRETE FOUNDATIONS which price shall include all labor, excavation, material and equipment necessary, and no additional compensation will be allowed.

The IDOT Office of Planning and Programming Data Management Lab (Attn: Ramon Taylor 217-782-2065) 126 E. Ash Street, Springfield, IL shall be notified two weeks prior to the layout and placement of the post foundations.

UNIT DUCT, 600V, 4-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE

Description: This work shall consist of furnishing and installing preassembled cable in coilable nonmetallic conduit (unit duct) according to Sections 816, 1066 and 1088 of the Standard Specifications and as shown on the plans.

Basis of Payment: This work will be paid for at the contract unit price per foot installed for UNIT DUCT, 600V, 4-1C NO.10, 1/C NO.10 GROUND, (XLP-TYPE USE), 1 1/4" DIA. POLYETHYLENE, which shall be payment in full for all labor, materials, and equipment required to complete the installation.

MECHANICALLY STABILIZED EARTH RETAINING WALLS
Effective: February 3, 1999 Revised: October 15, 2011

Description. This work shall consist of preparing the design, furnishing the materials, and constructing the mechanically stabilized earth (MSE) retaining wall to the lines, grades and dimensions shown in the contract plans and as directed by the Engineer.

General. The MSE wall consists of a concrete leveling pad, precast concrete face panels, a soil reinforcing system, select fill and concrete coping (when specified). The soil reinforcement shall have sufficient strength, quantity, and pullout resistance, beyond the failure surface within the select fill, as required by design. The material, fabrication, and construction shall comply with this Special Provision and the requirements specified by the supplier of the wall system selected by the Contractor for use on the project.

The MSE retaining wall shall be one of the following pre-approved wall systems:

ARES Wall: Tensar Earth Technologies
Stabilized Earth: T&B Structural Systems
MSE Plus: SSL Construction Products
Reinforced Earth: The Reinforced Earth Company
Retained Earth: The Reinforced Earth Company
Strengthened Soil: Shaw Technologies
Tricon Retained Soil: Tricon Precast
GeoMega System: The Reinforced Earth Company
Sine Wall: Sine Wall, LLC
Sanders MSE Wall: Sanders Pre-Cast Concrete Systems Company
EarthTrac HA: Earth Tec International, LLC

Pre-approval of the wall system does not include material acceptance at the jobsite.

Submittals. The wall system supplier shall submit complete design calculations and shop drawings to the Engineer according to Article 1042.03(b) of the Standard Specifications no later than 90 days prior to beginning construction of the wall.

No work or ordering of materials for the structure shall be done by the Contractor until the submittal has been approved in writing by the Engineer. All submittals shall be sealed by an Illinois Licensed Structural Engineer and shall include all details, dimensions, quantities and cross sections necessary to construct the wall and shall include, but not be limited to, the following items:

(a) Plan, elevation and cross section sheet(s) for each wall showing the following:

(1) A plan view of the wall indicating the offsets from the construction centerline to the face of the wall at all changes in horizontal alignment. The plan view shall show the limits of soil reinforcement and stations where changes in length and/or size of reinforcement occur. The centerline shall be shown for all drainage structures or pipes behind or passing through and/or under the wall.
(2) An elevation view of the wall indicating the elevations of the top of the panels. These elevations shall be at or above the top of exposed panel line shown on the contract plans. This view shall show the elevations of the top of the leveling pads, all steps in the leveling pads and the finished grade line. Each panel type, the number, size and length of soil reinforcement connected to the panel shall be designated. The equivalent uniform applied bearing pressure shall be shown for each designed wall section.
(3) A listing of the summary of quantities shall be provided on the elevation sheet of each wall.
(4) Typical cross section(s) showing the limits of the reinforced select fill volume included within the wall system, soil reinforcement, embankment material placed behind the select fill, precast face panels, and their relationship to the right-of-way limits, excavation cut slopes, existing ground conditions and the finished grade line.
(5) All general notes required for constructing the wall.

(b) All details for the concrete leveling pads, including the steps, shall be shown. The top of the leveling pad shall be located at or below the theoretical top of the leveling pad line shown on the contract plans. The theoretical top of leveling pad line shall be 3.5 ft. (1.1 m) below finished grade line at the front face of the wall, unless otherwise shown on the plans.

(c) Where concrete coping or barrier is specified, the panels shall extend up into the coping or barrier as shown in the plans. The top of the panels may be level or sloped to satisfy the top of exposed panel line shown on the contract plans. Cast-in-place concrete will not be an acceptable replacement for panel areas below the top of exposed panel line. As an alternative to cast in place coping, the Contractor may substitute a precast coping, the details of which must be included in the shop drawings and approved by the Engineer.

(d) All panel types shall be detailed. The details shall show all dimensions necessary to cast and construct each type of panel, all reinforcing steel in the panel, and the location of soil reinforcement connection devices embedded in the panels. These panel embed devices shall not be in contact with the panel reinforcement steel.

(e) All details of the wall panels and soil reinforcement placement around all appurtenances located behind, on top of, or passing through the soil reinforced wall volume such as parapets with anchorage slabs, coping, foundations, and utilities etc. shall be clearly indicated.

Any modifications to the design of these appurtenances to accommodate a particular system shall also be submitted.

(f) When specified on the contract plans, all details of architectural panel treatment, including color, texture and form liners shall be shown.

(g) The details for the connection between concrete panels, embed devices, and soil reinforcement shall be shown.

The initial submittal shall include three sets of shop drawings and one set of calculations. One set of drawings will be returned to the Contractor with any corrections indicated. After approval, the Contractor shall furnish the Engineer with ten (10) sets of corrected plan prints for distribution by the Department. No work or ordering of materials for the structure shall be done until the submittal has been approved by the Engineer.

Materials. The MSE walls shall conform to the supplier's standards as previously approved by the Department, and the following:

(a) The soil reinforcing system, which includes the soil reinforcement, panel embeds and all connection devices, shall be according to the following:

Inextensible Soil Reinforcement. Steel reinforcement shall be either epoxy coated or galvanized. Epoxy coatings shall be according to Article 1006.10(a)(2), except the minimum thickness of epoxy coating shall be 18 mils (457 microns). No bend test will be required. Galvanizing shall be according to AASHTO M 232 or AASHTO M 111 as applicable.

Mesh and Loop Panel Embeds	AASHTO M 32 /M 32M and M 55/M 55M
Strips	ASTM A 572 Grade 65 (450)
Tie Strip Panel Embeds	AASHTO M 270/M 270M Grade 50 (345) or ASTM A1011 HSLAS Grade 50 (345) Class 2

Extensible Soil Reinforcement. Geosynthetic reinforcement shall be monolithically fabricated from virgin high density polyethylene (HDPE) or high tenacity polyester (HTPET) resins having the following properties verified by mill certifications:

Property for Geosynthetic Reinforcement	Value	Test
Minimum Tensile Strength	**	ASTM 6637

** as specified in the approved design calculations and shown on the shop drawings.

Property for HDPE	Value	Test
Melt Flow Rate (g/cm)	0.060 – 0.150	ASTM D 1238, Procedure B
Density (g/cu m)	0.941 – 0.965	ASTM D 792
Carbon Black	2% (min)	ASTM D 4218

Property for HTPET	Value	Test
Carboxyl End Group (max) (mmol/kg)	<30	GRI-GG7
Molecular Weight (Mn)	>25,000	GRI-GG8

Panel embed/connection devices used with geosynthetic soil reinforcement shall be manufactured from virgin or recycled polyvinyl chloride having the following properties:

Property for Polyvinyl Chloride	Value	Test
Heat Deflection Temperature (°F)	155 - 164	ASTM D 1896
Notched IZOD 1/8 inch @ 73°F (ft-lb/in)	4 – 12	ASTM D 256
Coefficient of Linear Exp. (in/in/°F)	3.5 – 4.5	ASTM D 696
Hardness, Shore D	79	ASTM D 2240

Property for Polypropylene	Value	Test
Melt Flow Rate (g/cm)	0.060 – 0.150	ASTM D 1238, Procedure B
Density (g/cu m)	0.88 – 0.92	ASTM D 792

(b) The select fill, defined as the material placed in the reinforced volume behind the wall, shall be according to Sections 1003 and 1004 of the Standard Specifications and the following:

(1) Select Fill Gradation. Either a coarse aggregate or a fine aggregate may be used. For coarse aggregate, gradations CA 6 thru CA 16 may be used. If an epoxy coated or geosynthetic reinforcing is used, the coarse aggregate gradations shall be limited to CA 12 thru CA 16. For fine aggregate, gradations FA 1, FA 2, or FA 20 may be used.

Other aggregate gradations may be used provided the maximum aggregate size is 1 1/2 in. (38 mm), the maximum material passing the #40 (425 μm) sieve is 60 percent, and the maximum material passing the #200 (75 μm) sieve is 15 percent.

(2) Select Fill Quality. The coarse or fine aggregate shall be Class B quality or better, except that a maximum of 15 percent of the material may be finer than the #200 (75 μm) sieve.

(3) Select Fill Internal Friction Angle. The effective internal friction angle for the coarse or fine aggregate shall be a minimum 34 degrees according to AASHTO T 236 on samples compacted to 95 percent density according to Illinois Modified AASHTO T 99. The AASHTO T 296 test with pore pressure measurement may be used in lieu of AASHTO T 236. If the vendor's design uses a friction angle higher than 34 degrees, as indicated on the approved shop drawings, this higher value shall be taken as the minimum required.

(4) Select Fill and Steel Reinforcing. When steel reinforcing is used, the select fill shall meet the following requirements.

a. The pH shall be 5.0 to 10.0 according to AASHTO T 289.
b. The resistivity shall be greater than 3000 ohm centimeters according to AASHTO T 288.
c. The chlorides shall be less than 100 parts per million according to AASHTO T 291 or ASTM D 4327. For either test, the sample shall be prepared according to AASHTO T 291.
d. The sulfates shall be less than 200 parts per million according to AASHTO T 290 or ASTM D 4327. For either test, the sample shall be prepared according to AASHTO T 290.
e. The organic content shall be a maximum 1.0 percent according to AASHTO T 267.

(5) Select Fill and Geosynthetic Reinforcing. When geosynthetic reinforcing is used, the select fill pH shall be 4.5 to 9.0 according to AASHTO T 289.

(6) Test Frequency. Prior to start of construction, the Contractor shall provide internal friction angle, pH, to show the select fill material meets the specification requirements. In addition, resistivity, chlorides, sulfates, and organic content test results will be required if steel reinforcing is used. All test results shall not be older than 12 months. In addition, a sample of select fill material will be obtained for testing and approval by the Department. Thereafter, the minimum frequency of sampling and testing at the jobsite will be one per 20,000 cubic yards (15,500 cubic meters) of select fill material.

(c) The embankment material behind the select fill shall be according to Section 202 and/or Section 204. An embankment unit weight of 120 lbs/cubic foot (1921 kg/cubic meter) and an effective friction angle of 30 degrees shall be used in the wall system design, unless otherwise indicated on the plans.

(d) The geosynthetic filter material used across the panel joints shall be either a non-woven needle punch polyester or polypropylene or a woven monofilament polypropylene with a minimum width of 12 in. (300 mm) and a minimum non-sewn lap of 6 in. (150 mm) where necessary.

(e) The bearing pads shall be rubber, neoprene, polyvinyl chloride, or polyethylene of the type and grade as recommended by the wall supplier.

(f) All precast panels shall be manufactured with Class PC concrete according to Section 504, Article 1042.02, Article 1042.03, and the following requirements:

(1) The minimum panel thickness shall be 5 1/2 in. (140 mm).
(2) The minimum reinforcement bar cover shall be 1 1/2 in. (38 mm).
(3) The panels shall have a ship lap or tongue and groove system of overlapping joints between panels designed to conceal joints and bearing pads.
(4) The panel reinforcement shall be according to Article 1006.10 (a)(2).
(5) All dimensions shall be within 3/16 in. (5 mm).
(6) Angular distortion with regard to the height of the panel shall not exceed 0.2 inches in 5 ft (5 mm in 1.5 m).
(7) Surface defects on formed surfaces measured on a length of 5 ft. (1.5 m) shall not be more than 0.1 in. (2.5 mm).
(8) The panel embed/connection devices shall be cast into the facing panels with a tolerance not to exceed 1 in. (25 mm) from the locations specified on the approved shop drawings.

Unless specified otherwise, concrete surfaces exposed to view in the completed wall shall be finished according to Article 503.15(a). The back face of the panel shall be roughly screeded to eliminate open pockets of aggregate and surface distortions in excess of 1/4 in. (6 mm).

Design Criteria. The design shall be according to the appropriate AASHTO Design Specifications noted on the plans for Mechanically Stabilized Earth Walls except as modified herein. The wall supplier shall be responsible for all internal stability aspects of the wall design and shall supply the Department with computations for each designed wall section. The analyses of settlement, bearing capacity and overall slope stability will be the responsibility of the Department.

External loads, such as those applied through structure foundations, from traffic or railroads, slope surcharge etc., shall be accounted for in the internal stability design. The presence of all appurtenances behind, in front of, mounted upon, or passing through the wall volume such as drainage structures, utilities, structure foundation elements or other items shall be accounted for in the internal stability design of the wall.

The design of the soil reinforcing system shall be according to the applicable AASHTO or AASHTO LRFD Design Specifications for "Inextensible" steel or "Extensible" geosynthetic reinforcement criteria. The reduced section of the soil reinforcing system shall be sized to allowable stress levels at the end of a 75 year design life.

Steel soil reinforcing systems shall be protected by either galvanizing or epoxy coating. The design life for epoxy shall be 16 years. The corrosion protection for the balance of the 75 year total design life shall be provided using a sacrificial steel thickness computed for all exposed surfaces according to the applicable AASHTO or AASHTO LRFD Design Specifications.

Geosynthetic soil reinforcing systems shall be designed to account for the strength reduction due to long-term creep, chemical and biological degradation, as well as installation damage.

To prevent out of plane panel rotations, the soil reinforcement shall be connected to the standard panels in at least two different elevations, vertically spaced no more than 30 in. (760 mm) apart.

The panel embed/soil reinforcement connection capacity shall be determined according to the applicable AASHTO or AASHTO LRFD Design Specifications.

The factor of safety for pullout resistance in the select fill shall not be less than 1.5, based on the pullout resistance at 1/2 in. (13 mm) deformation. Typical design procedures and details, once accepted by the Department, shall be followed. All wall system changes shall be submitted in advance to the Department for approval.

For aesthetic considerations and differential settlement concerns, the panels shall be erected in such a pattern that the horizontal panel joint line is discontinuous at every other panel. This shall be accomplished by alternating standard height and half height panel placement along the leveling pad. Panels above the lowest level shall be standard size except as required to satisfy the top of exposed panel line shown on the contract plans.

At locations where the plans specify a change of panel alignment creating an included angle of 150 degrees or less, precast corner joint elements will be required. This element shall separate the adjacent panels by creating a vertical joint secured by means of separate soil reinforcement.

Isolation or slip joints, which are similar to corner joints in design and function, may be required to assist in differential settlements at locations indicated on the plans or as recommended by the wall supplier. Wall panels with areas greater than 30 sq. ft. (2.8 sq. m) may require additional slip joints to account for differential settlements. The maximum standard panel area shall not exceed 60 sq. ft. (5.6 sq. m).

Construction. The Contractor shall obtain technical assistance from the supplier during wall erection to demonstrate proper construction procedures and shall include any costs related to this technical assistance in the unit price bid for this item.

The foundation soils supporting the structure shall be graded for a width equal to or exceeding the length of the soil reinforcement. Prior to wall construction, the foundation shall be compacted with a smooth wheel vibratory roller. Any foundation soils found to be unsuitable shall be removed and replaced, as directed by the Engineer, and shall be paid for separately according to Section 202.

When structure excavation is necessary, it shall be made and paid for according to Section 502 except that the horizontal limits for structure excavation shall be from the rear limits of the soil reinforcement to a vertical plane 2 ft. (600 mm) from the finished face of the wall. The depth shall be from the top of the original ground surface to the top of the leveling pad. The additional excavation necessary to place the concrete leveling pad will not be measured for payment but shall be included in this work.

The concrete leveling pads shall have a minimum thickness of 6 in. (150 mm) and shall be placed according to Section 503.

As select fill material is placed behind a panel, the panel shall be maintained in its proper inclined position according to the supplier specifications and as approved by the Engineer. Vertical tolerances and horizontal alignment tolerances shall not exceed 3/4 in. (19 mm) when measured along a 10 ft. (3 m) straight edge. The maximum allowable offset in any panel joint shall be 3/4 in. (19 mm). The overall vertical tolerance of the wall, (plumbness from top to bottom) shall not exceed 1/2 in. per 10 ft. (13 mm per 3 m) of wall height. The precast face panels shall be erected to insure that they are located within 1 in. (25 mm) from the contract plan offset at any location to insure proper wall location at the top of the wall. Failure to meet this tolerance may cause the Engineer to require the Contractor to disassemble and re-erect the affected portions of the wall. A 3/4 in. (19 mm) joint separation shall be provided between all adjacent face panels to prevent direct concrete to concrete contact. This gap shall be maintained by the use of bearing pads and/or alignment pins.

The back of all panel joints shall be covered by a geotextile filter material attached to the panels with a suitable adhesive. No adhesive will be allowed directly over the joints.

The select fill and embankment placement shall closely follow the erection of each lift of panels. At each soil reinforcement level, the fill material should be roughly leveled and compacted before placing and attaching the soil reinforcing system. The soil reinforcement and the maximum lift thickness shall be placed according to the supplier's recommended procedures except, the lifts for select fill shall not exceed 10 in. (255 mm) loose measurement or as approved by the Engineer. Embankment shall be constructed according to Section 205.

At the end of each day’s operations, the Contractor shall shape the last level of select fill to permit runoff of rainwater away from the wall face. Select fill shall be compacted according to the project specifications for embankment except the minimum required compaction shall be 95 percent of maximum density as determined by AASHTO T 99. Select fill compaction shall be accomplished without disturbance or distortion of soil reinforcing system and panels. Compaction in a strip 3 ft. (1 m) wide adjacent to the backside of the panels shall be achieved using a minimum of 3 passes of a light weight mechanical tamper, roller or vibratory system. The Engineer will perform one density test per 5000 cu yd (3800 cu m) and not less than one test per 2 ft (0.6 m) of lift.

Method of Measurement. Mechanically Stabilized Earth Retaining Wall will be measured for payment in square feet (square meters).

The MSE retaining wall will be measured from the top of exposed panel line to the theoretical top of leveling pad line for the length of the wall as shown on the contract plans.

Basis of Payment. This work, including placement of the select fill within the soil reinforced wall volume shown on the approved shop drawings, precast face panels, soil reinforcing system, concrete leveling pad and accessories will be paid for at the contract unit price per square foot (square meter) for MECHANICALLY STABILIZED EARTH RETAINING WALL.

Concrete coping when specified on the contract plans will be included for payment in this work. Other concrete appurtenances such as anchorage slabs, parapets, abutment caps, etc. will not be included in this work, but will be paid for as specified elsewhere in this contract, unless otherwise noted on the plans.

Excavation necessary to place the select fill for the MSE wall shall be paid for as STRUCTURE EXCAVATION and/or ROCK EXCAVATION FOR STRUCTURES as applicable, according to Section 502.

Embankment placed outside of the select fill volume will be measured and paid for according to Sections 202 and/or 204 as applicable.

PIPE UNDERDRAINS FOR STRUCTURES
Effective: May 17, 2000 Revised: January 22, 2010

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

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

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

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

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

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

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

Method of Measurement. Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement.

Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

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

POROUS GRANULAR EMBANKMENT, SPECIAL
Effective: September 28, 2005 Revised: November 14, 2008

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.

Construction. The porous granular embankment special shall be installed according to Section 207, except that it shall be uncompacted.

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

AGGREGATE COLUMN GROUND IMPROVEMENT
Effective: January 15, 2009 Revised: October 15, 2011

Description. This work shall consist of furnishing design calculations, shop drawings, materials, and labor necessary to construct aggregate column ground improvements, over the approximate horizontal limits below the footing, wall, or embankment as specified on the contract plans, or as modified by the Contractor's approved design.

Submittals. No later than thirty (30) days prior to beginning work, the Contractor shall submit to the Engineer for approval the following information:

(a) Evidence of the selected subcontractor's successful installation of their aggregate column system on five projects under similar site conditions using the same installation technique. The documentation to be submitted shall include a description of the project, aggregate column installation technique, soil conditions and name and phone number of contracting authority.

(b) Evidence that the proposed project superintendent for the ground improvement installation has a minimum of three years of method specific experience.

(c) Shop Drawings sealed by an Illinois Licensed Professional Engineer showing aggregate column horizontal limits, locations, pattern, spacing, diameters, top and bottom elevations, and identification numbers. If an aggregate drainage layer is specified on the plans or a working platform proposed by the Contractor, the thickness, aggregate gradation, and plan dimensions shall be shown in addition to any other details needed to describe the work.

(d) A description of the equipment, installation technique and construction procedures to be used, including a plan to address any water or spoils.

(e) The source and gradation of the aggregate proposed for the aggregate columns.

(f) Design computations, sealed by an Illinois Licensed Professional Engineer, demonstrating the proposed ground improvement plan satisfies the minimum global stability, settlement, and bearing capacity performance requirements stated in the Contract Plans and those contained in this Special Provision.

(g) The proposed verification program methods to monitor and verify the aggregate column installation is satisfying the design and performance requirements. Also required is a sample of the daily report form to be used by the Contractor to documents the adequacy of that day's work.

Materials. The aggregate used in the columns shall be Class A quality crushed stone or crushed concrete satisfying the requirements of Section 1004 of the standard specifications. The aggregate for any drainage layer specified in the plans shall be a combination of one or more of the following gradations, FA1, FA2, CA5, CA7, CA8, CA11, or CA13 thru 15, according to Sections 1003 and 1004 of the Standard Specifications. Any fine or coarse aggregate requested by the Contractor to be used as either a drainage layer or working platform shall be approved by the Engineer.

Design Criteria. The subcontractor selected shall provide an aggregate column ground improvement plan with shop drawings, and design computations, using an Allowable Stress Design that meets the performance requirements shown on the Contract Plans. These requirements normally include the global stability factor of safety, tolerable settlement amounts at various times and in the case of walls or structure footings, the equivalent uniform service bearing pressure applied at various locations and the factor of safety required. In the absence of performance requirements shown on the plans, the following Allowable Stress minimum performance requirements shall be used:

(a) A factor of safety of 1.5 against global slope stability failure.

(b) A factor of safety of 2.5 against equivalent uniform service bearing pressure failure.

(c) Total settlement not to exceed 4 inches (100 mm) and settlement after completing wall or pavement construction not to exceed 1 inch (25 mm).

The design shall use short term strength parameters for the soil, obtained from the soil boring logs and any geotechnical laboratory testing data provided in the Contract Plans and specifications for stability and bearing capacity analyses. Settlement shall be assessed using appropriate soil parameters. Any additional subsurface information needed to design the aggregate columns shall be the responsibility of the Contractor.

The aggregate column ground improvement design need not consider seismic loadings unless otherwise required as part of the performance requirements shown on the plans.

Construction. The construction procedures shall be determined by the aggregate column installer and submitted for approval with the shop drawings. The following are the minimum requirements that the Contactor will be expected to follow unless otherwise approved in the shop drawings submittal.

(a) The site shall be graded as needed for proper installation of the aggregate column system. Any grading and excavation below the improvement limits shown on the plans shall be incidental to aggregate column installation.

(b) Any granular base drainage layer or working platform shall be considered incidental to the improvement. Contractor requested drainage layers or working platforms will only be allowed if approved as part of the shop drawings.

(c) The aggregate column material shall be placed in a manner that allows measurement of the tonnage or quantity of aggregate placed down the hole.

(d) Columns shall be installed in a sequence that will minimize ground heave. Any heaving shall be re-compacted or excavated as directed by the Engineer prior to wall or embankment construction and be considered incidental to aggregate column improvement.

(e) The Contractor shall provide a full-time qualified representative to verify all installation procedures and provide the verification program.

(f) Disposal of any spoils generated shall be according to Article 202.03.

(g) If an obstruction is encountered that cannot be penetrated with reasonable effort, the Contractor shall construct the element from the depth of obstruction to its design top elevation. Depending on the depth of the completed column, column location, and design requirements, the Engineer may require the construction of a replacement aggregate column at an adjacent location. Construction of additional columns will be considered extra work and paid for according to Article 109.04.

(h) Specific Requirements for Vibrator Compacted Aggregate Columns:

i. Vibrator compacted aggregate columns shall be constructed with a down-hole vibrator, probe and follower tubes of sufficient size to install the columns to the diameter and bottom elevation(s) shown on the approved shop drawings. Pre-boring is permitted if approved as part of the shop drawing submittal.

ii. The probe and follower tubes shall have visible markings at regular increments to enable measurement of penetration and re-penetration depths.

iii. Provide methods for supplying to the tip of the probe a sufficient quantity of air or water to widen the probe hole to allow adequate space for aggregate placement around the probe.

iv. The vibrator shall be withdrawn in 12 to 36 inch (300 to 900 mm) increments, to allow placement of the aggregate.

v. Lift thickness shall not exceed 4 ft (1.2 m). After penetration to the treatment depth, slowly retrieve the vibrator in 12 to 18 inch (300 to 450 mm) increments to allow aggregate placement.

vi. Compact the aggregate in each lift by re-penetrating it as needed with the vibrating probe to densify and force the aggregate radially into the surrounding soil. Re-penetrate the aggregate in each increment a sufficient number of times to construct the columns as specified in the approved shop drawings and to meet the verification program requirements.

(i) Specific Requirements for Tamper Compacted (Rammed) Aggregate Columns:

i. Tamper compacted (rammed) aggregate columns shall be installed by either drilling or displacement methods, capable of constructing columns to the diameters and bottom elevation(s) shown on the approved shop drawings.

ii. If temporary casing is needed to limit the sloughing of subsurface soils, the casing should be inserted to at least 2 ft (600 mm) beyond any sloughing strata. Upon extraction, the bottom of the casing shall be maintained at not more than 2 feet (600 mm) above the level of aggregate.

iii. Aggregate placement shall closely follow the excavation of each column. The aggregate shall be placed in 1 to 2 ft (300 to 600 mm) thick lifts. Each lift should be rammed with a high-energy impact tamper as specified in the approved shop drawings and to meet the verification program requirements.

Construction Tolerances. The aggregate columns shall be constructed to the following tolerances:

(a) The horizontal limits and center of each constructed aggregate column shall be within 8 inches (190 mm) of the location specified on the approved the shop drawings.
(b) The axis of the constructed aggregate columns shall not be inclined more than 1.67 percent from vertical.
(c) The installed diameter of any aggregate column shall not be more than 10 percent below the effective diameter indicated on the approved shop drawings.
(d) The average effective diameter of any group of 50 consecutively installed aggregate columns shall not be less than the effective diameter indicated on approved shop drawings.
(e) The top of the aggregate column ground improvement shall be located within 8 inches (200 mm) of the top elevation shown on the approved shop drawings. When supporting MSE walls, the top elevation may need to be adjusted to the base of the MSE reinforced mass elevation as shown on the approved MSE shop drawings.
(f) Except where obstructions, hard or very dense soils are encountered, the aggregate column shall be advanced to at least the treatment depth elevation shown on the approved in the Shop Drawings.

Any aggregate column installation not meeting the above stated tolerances, or otherwise deemed unsatisfactory by the Engineer, may require installation of a replacement aggregate column(s) at the discretion of the Engineer and at the Contractor's expense. The Contractor shall submit to the Engineer revised plans and procedures to bring installations in those areas into tolerance.

Verification Program. The Contractor shall develop and maintain a monitoring and documentation procedure during the installation of all aggregate columns to verify they satisfy the design and performance requirements. The Contractor shall provide qualified personnel to continuously observe and record the required data. The program shall include, as a minimum, the following:

(a) Quality control procedures to allow verification that each aggregate column is being installed according to the designer's specifications and the requirements in this Special Provision.

This will typically include observations of items such as electrical current or hydraulic pressure, number of high-energy impact tamps, aggregate quantity, etc. that must be obtained to achieve the performance requirements.

(b) Monitoring methods to evaluate the performance of the global aggregate column improvement system after construction of the overlying embankment or wall. This will typically include installation of settlement plates and may also include monitoring points, inclinometers, piezometers or other instrumentation.

(c) Proposed means and methods for verification that the installed aggregate columns meet the strength and/or stiffness criteria required by the design. This may include modulus or load tests on individual elements and/or groups, soil borings, and other methods.

(d) A daily report form shall be completed by the Contactor and provided to the Engineer to document the work performed each day and the adequacy of each aggregate column. The form shall be signed by the Contractor's qualified personnel and include as a minimum the following:

i. Aggregate columns installed (identified by location number).
ii. Date constructed.
iii. Elevation of top and bottom of each aggregate column.
iv. Average lift thickness.
v. Results of quality control testing such as average power consumption or tamping energy obtained during aggregate column installation.
vi. Jetting pressure (air or water) if applicable.
vii. Description of soil and groundwater conditions.
viii. Details of obstructions, delays and any unusual issues.
ix. Amount of water used per aggregate column if applicable.
x. Estimated weight or volume of aggregate backfill placed in each column.
xi. Average installed diameter of each column.

Basis of Payment. This work will be paid at the contract Lump Sum price for AGGREGATE COLUMN GROUND IMPROVEMENT. Any temporary casing, excavation, disposal of water or spoils, drainage layers or working platforms will not be paid for separately, but shall be considered to be included with this work.

AGREEMENT TO PLAN QUANTITY (BDE)
Effective: January 1, 2012

Revise the second paragraph of Article 202.07(a) of the Standard Specifications to read:

"When the plans or work have been altered, or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party shall, before any work is started which would affect the measurement, have the right to request in writing and thereby cause the quantities involved to be measured. When plan quantities are revised by the issuance of revised plan sheets that are made part of the contract, and the Contractor and the Engineer have agreed in writing that the revised quantities are accurate, no further measurement will be required and payment will be made for the revised quantities shown."

CONSTRUCTION AIR QUALITY - DIESEL VEHICLE EMISSIONS CONTROL (BDE)
Effective: April 1, 2009 Revised: January 2, 2012

Diesel Vehicle Emissions Control. The reduction of construction air emissions shall be accomplished by using cleaner burning diesel fuel. The term “equipment” refers to any and all diesel fuel powered devices rated at 50 hp and above, to be used on the project site in excess of seven calendar days over the course of the construction period on the project site (including any “rental” equipment).

All equipment on the jobsite, with engine ratings of 50 hp and above, shall be required to: use Ultra Low Sulfur Diesel fuel (ULSD) exclusively (15 ppm sulfur content or less).

Diesel powered equipment in non-compliance will not be allowed to be used on the project site, and is also subject to a notice of non-compliance as outlined below.

The Contractor shall certify that only ULSD will be used in all jobsite equipment. The certification shall be presented to the Department prior to the commencement of the work.

If any diesel powered equipment is found to be in non-compliance with any portion of this specification, the Engineer will issue the Contractor a notice of non-compliance and identify an appropriate period of time, as outlined below under environmental deficiency deduction, in which to bring the equipment into compliance or remove it from the project site.

Any costs associated with bringing any diesel powered equipment into compliance with these diesel vehicle emissions controls shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall also not be grounds for a claim.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists, he/she will notify the Contractor in writing, and direct the Contractor to correct the deficiency within a specified time period. The specified time-period, which begins upon Contractor notification, will be from 1/2 hour to 24 hours long, based on the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge regarding the time period.

The deficiency will be based on lack of repair, maintenance and diesel vehicle emissions control.

If the Contractor fails to correct the deficiency within the specified time frame, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be $1,000.00 for each deficiency identified.

If a Contractor or subcontractor accumulates three environmental deficiency deductions in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of contract time, waiver of penalties, or be grounds for any claim.

CONSTRUCTION AIR QUALITY - IDLING RESTRICTIONS (BDE)
Effective: April 1, 2009

Idling Restrictions. The Contractor shall establish truck-staging areas for all diesel powered vehicles that are waiting to load or unload material at the jobsite. Staging areas shall be located where the diesel emissions from the equipment will have a minimum impact on adjacent sensitive receptors. The Department will review the selection of staging areas, whether within or outside the existing highway right-of-way, to avoid locations near sensitive areas or populations to the extent possible. Sensitive receptors include, but are not limited to, hospitals, schools, residences, motels, hotels, daycare facilities, elderly housing and convalescent facilities. Diesel powered engines shall also be located as far away as possible from fresh air intakes, air conditioners, and windows. The Engineer will approve staging areas before implementation.

Diesel powered vehicle operators may not cause or allow the motor vehicle, when it is not in motion, to idle for more than a total of 10 minutes within any 60 minute period, except under any of the following circumstances:

1) The motor vehicle has a gross vehicle weight rating of less than 8000 lb (3630 kg).
2) The motor vehicle idles while forced to remain motionless because of on-highway traffic, an official traffic control device or signal, or at the direction of a law enforcement official.
3) The motor vehicle idles when operating defrosters, heaters, air conditioners, or other equipment solely to prevent a safety or health emergency.
4) A police, fire, ambulance, public safety, other emergency or law enforcement motor vehicle, or any motor vehicle used in an emergency capacity, idles while in an emergency or training mode and not for the convenience of the vehicle operator.
5) The primary propulsion engine idles for maintenance, servicing, repairing, or diagnostic purposes if idling is necessary for such activity.
6) A motor vehicle idles as part of a government inspection to verify that all equipment is in good working order, provided idling is required as part of the inspection.
7) When idling of the motor vehicle is required to operate auxiliary equipment to accomplish the intended use of the vehicle (such as loading, unloading, mixing, or processing cargo; controlling cargo temperature; construction operations, lumbering operations; oil or gas well servicing; or farming operations), provided that this exemption does not apply when the vehicle is idling solely for cabin comfort or to operate non-essential equipment such as air conditioning, heating, microwave ovens, or televisions.
8) When the motor vehicle idles due to mechanical difficulties over which the operator has no control.
9) The outdoor temperature is less than 32 °F (0 °C) or greater than 80 °F (26 °C).

When the outdoor temperature is greater than or equal to 32 °F (0 °C) or less than or equal to 80 °F (26 °C), a person who operates a motor vehicle operating on diesel fuel shall not cause or allow the motor vehicle to idle for a period greater than 30 minutes in any 60 minute period while waiting to weigh, load, or unload cargo or freight, unless the vehicle is in a line of vehicles that regularly and periodically moves forward.

The above requirements do not prohibit the operation of an auxiliary power unit or generator set as an alternative to idling the main engine of a motor vehicle operating on diesel fuel.

Environmental Deficiency Deduction. When the Engineer is notified, or determines that an environmental control deficiency exists based on non-compliance with the idling restrictions, he/she will notify the Contractor, and direct the Contractor to correct the deficiency.

If the Contractor fails to correct the deficiency a monetary deduction will be imposed. The monetary deduction will be $1,000.00 for each deficiency identified.

DIGITAL TERRAIN MODELING FOR EARTHWORK CALCULATIONS (BDE)
Effective: April 1, 2007

Revise the first and second paragraphs of Article 202.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Earth and rock excavation will be measured in cubic yards (cubic meters) in their original positions. The volumes will be computed by the method of average end areas using before and after cross sections; or by the method of digital terrain modeling using before and after total station surveys. The volume of any unstable or unsuitable material removed will be measured for payment in cubic yards (cubic meters).

In rock excavation, the Contractor shall strip ledge rock of overburden so that necessary survey shots for measurement may be taken. Vertical measurements shall extend from the surface of the rock to an elevation not more than 6 in. (150 mm) below the subgrade of the proposed pavement structure, as shown on the plans, or to the bottom of the rock where that point is above the subgrade of the proposed pavement structure. Horizontal measurements shall extend not more than 6 in. (150 mm) beyond the slope lines fixed by the Engineer for the work. Boulders and rocks 1/2 cu yd (0.5 cu m) or more in volume will be measured individually and the volume computed from average dimensions taken in three directions."

Revise the first paragraph of Article 204.07 of the Standard Specifications to read.

"**204.07 Method of Measurement.** Borrow excavation will be measured in cubic yards (cubic meters) in its original position. The volume will be computed by the method of average end areas using before and after cross sections; or by the method of digital terrain modeling using before and after total station surveys."

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

"Embankment = the volume of fill in its final position computed by the method of average end areas or digital terrain modeling. Both methods will be based upon the existing ground line as shown on the plans, except as noted in (1) and (2) below;"

Revise Article 207.04 of the Standard Specifications to read:

"**207.04 Method of Measurement.** This work will be measured for payment in tons (metric tons) according to Article 311.08(b), or in cubic yards (cubic meters) compacted in place and the volume computed by the method of average end areas or digital terrain modeling by total station measurement."

Revise the second sentence of the second paragraph of Article 211.07(b) of the Standard Specifications to read:

"The volume will be computed by the method of average end areas or digital terrain modeling by total station measurement."

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: August 2, 2011

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

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

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies.

The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **10.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

(a) The bidder documents that enough DBE participation has been obtained to meet the goal: or

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

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

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

(a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.

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

(c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:

(1) The names and addresses of DBE firms that will participate in the contract;
(2) A description, including pay item numbers, of the work each DBE will perform;
(3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE.

If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;

(4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;

(5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,

(6) If the contract goal if not met, evidence of good faith efforts.

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

(1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.

(2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.

(3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.

b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.

(5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

(6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.

(7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.

(8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.

(b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.

(c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

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

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

(b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.

(c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.

(d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:

(1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

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

(e) DBE as a material supplier:

(1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
(2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
(3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

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

(a) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.

(b) TERMINATION OR REPLACEMENT. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.

(c) CHANGES TO WORK. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract.

Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.

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

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

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

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

(1) The listed DBE subcontractor fails or refuses to execute a written contract;

(2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.

Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;

(3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

(4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

(5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.

(6) You have determined that the listed DBE subcontractor is not a responsible contractor;

(7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;

(8) The listed DBE is ineligible to receive DBE credit for the type of work required;

(9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;

(10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.

(f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed.

If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.

(g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.

(h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

FLAGGER AT SIDE ROADS AND ENTRANCES (BDE)
Effective: April 1, 2009

Revise the second paragraph of Article 701.13(a) of the Standard Specifications to read:

"The Engineer will determine when a side road or entrance shall be closed to traffic. A flagger will be required at each side road or entrance remaining open to traffic within the operation where two-way traffic is maintained on one lane of pavement. The flagger shall be positioned as shown on the plans or as directed by the Engineer."

Revise the first and second paragraph of Article 701.20(i) of the Standard Specifications to read:

"Signs, barricades, or other traffic control devices required by the Engineer over and above those specified will be paid for according to Article 109.04. All flaggers required at side roads and entrances remaining open to traffic including those that are shown on the Highway Standards and/or additional barricades required by the Engineer to close side roads and entrances will be paid for according to Article 109.04."

FRICTION AGGREGATE (BDE)
Effective: January 1, 2011

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

"(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.

a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Allowed Alone or in Combination: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[1/] Crushed Concrete
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Combination: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete[3/]
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Combination: Crushed Gravel Carbonate Crushed Stone[2/] Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag[4/] Crushed Concrete[3/]

<table>
<tr><th>Use</th><th>Mixture</th><th colspan="2">Aggregates Allowed</th></tr>
<tr><td rowspan="5">HMA
High ESAL</td><td rowspan="5">D Surface and Leveling Binder
IL-12.5 or
IL-9.5

SMA
Ndesign 50
Surface</td><td colspan="2"><u>Allowed Alone or in Combination:</u>

Crushed Gravel
Carbonate Crushed Stone (other than Limestone)[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)[5/]
Crushed Steel Slag[4/ 5/]
Crushed Concrete[3/]</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td>25% Limestone</td><td>Dolomite</td></tr>
<tr><td>50% Limestone</td><td>Any Mixture D aggregate other than Dolomite</td></tr>
<tr><td>75% Limestone</td><td>Crushed Slag (ACBF)[5/] or Crushed Sandstone</td></tr>
<tr><td rowspan="6">HMA
High ESAL</td><td rowspan="6">E Surface
IL-12.5 or
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination:</u>

Crushed Gravel
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)[5/]
Crushed Steel Slag[5/]
Crushed Concrete[3/]

No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td>50% Dolomite[2/]</td><td>Any Mixture E aggregate</td></tr>
<tr><td>75% Dolomite[2/]</td><td>Crushed Sandstone, Crushed Slag (ACBF)[5/], Crushed Steel Slag[5/], or Crystalline Crushed Stone</td></tr>
<tr><td>75% Crushed Gravel or Crushed Concrete[3/]</td><td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF)[5/], or Crushed Steel Slag[5/]</td></tr>
<tr><td>HMA
High ESAL</td><td>F Surface
IL-12.5 or
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination:</u>

Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)[5/]
Crushed Steel Slag[5/]
No Limestone.</td></tr>
</table>

		Other Combinations Allowed:	
		Up to...	*With...*
		50% Crushed Gravel, Crushed Concrete[3/], or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF)[5/], Crushed Steel Slag[5/], or Crystalline Crushed Stone

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

HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)
Effective: January 1, 2010

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

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

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

"Longitudinal joint density testing shall be performed at each random density test location. Longitudinal joint testing shall be located at a distance equal to the lift thickness or a minimum of 2 in. (50 mm), from each pavement edge. (i.e. for a 4 in. (100 mm) lift the near edge of the density gauge or core barrel shall be within 4 in. (100 mm) from the edge of pavement.) Longitudinal joint density testing shall be performed using either a correlated nuclear gauge or cores.

a. Confined Edge. Each confined edge density shall be represented by a one-minute nuclear density reading or a core density and shall be included in the average of density readings or core densities taken across the mat which represents the Individual Test.

b. Unconfined Edge. Each unconfined edge joint density shall be represented by an average of three one-minute density readings or a single core density at the given density test location and shall meet the density requirements specified herein. The three one-minute readings shall be spaced ten feet apart longitudinally along the unconfined pavement edge and centered at the random density test location."

Revise the Density Control Limits table in Article 1030.05(d)(4) of the Standard Specifications to read:

"Mixture Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density Minimum
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%
IL-9.5,IL-9.5L, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%
SMA	Ndesign = 50 & 80	93.5 – 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

IMPACT ATTENUATORS, TEMPORARY (BDE)
Effective: November 1, 2003 Revised: January 1, 2012

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

Materials. Materials shall be according to the impact attenuator manufacturer's specifications 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
(h) Packaged Rapid Hardening Mortar	1018.01

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 either the National Cooperative Highway Research Program (NCHRP) Report 350 or MASH and shall be on the Department's approved list.

Installation. 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. 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.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

Markings. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

Removal. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar; only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

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

Relocation of the devices will be paid for at the contract unit price per each for IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (SEVERE USE); or IMPACT ATTENUATORS, RELOCATE (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.

METAL HARDWARE CAST INTO CONCRETE (BDE)
Effective: April 1, 2008 Revised: January 1, 2012

Add the following to Article 503.02 of the Standard Specifications:

"(h) Metal Hardware Cast into Concrete ..... 1006.13"

Add the following to Article 504.02 of the Standard Specifications:

"(j) Metal Hardware Cast into Concrete ..... 1006.13"

Revise Article 1006.13 of the Standard Specifications to read:

"**1006.13 Metal Hardware Cast into Concrete.** Unless otherwise noted, all steel hardware cast into concrete, such as inserts, brackets, cable clamps, metal casings for formed holes, and other miscellaneous items, shall be galvanized according to AASHTO M 232 or AASHTO M 111. Aluminum inserts will not be allowed. Zinc alloy inserts shall be according to ASTM B 86, Alloys 3, 5, or 7.

When stainless steel junction boxes or other stainless steel appurtenances are specified, Type 304 stainless steel hardware shall be used when cast into concrete.

The inserts shall be UNC threaded type anchorages having the following minimum certified proof load.

Insert Diameter	Proof Load
5/8 in. (16 mm)	6600 lb (29.4 kN)
3/4 in. (19 mm)	6600 lb (29.4 kN)
1 in. (25 mm)	9240 lb (41.1 kN)"

PAVEMENT MARKING REMOVAL (BDE)
Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

"The use of grinders will not be allowed on new surface courses."

PAVEMENT PATCHING (BDE)
Effective: January 1, 2010

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

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

PAYMENTS TO SUBCONTRACTORS (BDE)
Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

PORTLAND CEMENT CONCRETE (BDE)
Effective: January 1, 2012

Revise Notes 1 and 2 of Article 312.24 of the Standard Specifications to read:

"Note 1. Coarse aggregate shall be gradation CA 6, CA 7, CA 9, CA 10, or CA 11, Class D quality or better. Article 1020.05(d) shall apply.

Note 2. Fine aggregate shall be FA 1 or FA 2. Article 1020.05(d) shall apply."

Revise the first paragraph of Article 312.26 of the Standard Specifications to read:

"**312.26 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials for proportioning and testing. The mixture shall contain a minimum of 200 lb (90 kg) of cement per cubic yard (cubic meter). Portland cement may be replaced with fly ash according to Article 1020.05(c)(1). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise the second paragraph of Article 503.22 of the Standard Specifications to read:

Other cast-in-place concrete for structures will be paid for at the contract unit price per cubic yard (cubic meter) for CONCRETE HANDRAIL, CONCRETE ENCASEMENT, and SEAL COAT CONCRETE."

Add the following to Article 1003.02 of the Standard Specifications:

(e) Alkali Reaction.

(1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.

(2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.

(3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper.

If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 test result. When the Contractor performs the test, a split sample shall be provided to the Engineer. The Engineer may also independently obtain a sample at any time. The aggregate will be considered reactive if the Contractor or Engineer obtains an expansion value of 0.040 percent or greater.

Revise Article 1004.02(d) of the Standard Specifications to read:

"(d) Combining Sizes. Each size shall be stored separately and care shall be taken to prevent them from being mixed until they are ready to be proportioned. Separate compartments shall be provided to proportion each size.

(1) When Class BS concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) 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.

(2) If the coarse aggregate is furnished in separate sizes, they shall be combined in proportions to provide a uniformly graded coarse aggregate grading within the following limits.

Class of Concrete 1/	Combined Sizes	Sieve Size and Percent Passing						
		2 1/2 in.	2 in.	1 3/4 in.	1 1/2 in.	1 in.	1/2 in.	No. 4
PV 2/								
	CA 5 & CA 7	---	---	100	98±2	72±22	22±12	3±3
	CA 5 & CA 11	---	---	100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5	---	---	55±25	20±10	3±3
	CA 3 & CA 11	100	95±5	---	---	55±25	20±10	3±3
	CA 5 & CA 7	---	---	100	98±2	72±22	22±12	3±3
	CA 5 & CA 11	---	---	100	98±2	72±22	22±12	3±3

Class of Concrete 1/	Combined Sizes	Sieve Size (metric) and Percent Passing						
		63 mm	50 mm	45 mm	37.5 mm	25 mm	12.5 mm	4.75 mm
PV 2/								
	CA 5 & CA 7	---	---	100	98±2	72±22	22±12	3±3
	CA 5 & CA 11	---	---	100	98±2	72±22	22±12	3±3
SI and SC 2/								
	CA 3 & CA 7	100	95±5	---	---	55±25	20±10	3±3
	CA 3 & CA 11	100	95±5	---	---	55±25	20±10	3±3
	CA 5 & CA 7	---	---	100	98±2	72±22	22±12	3±3
	CA 5 & CA 11	---	---	100	98±2	72±22	22±12	3±3

1/ See Table 1 of Article 1020.04.

2/ Any of the listed combination of sizes may be used."

Add the following to Article 1004.02 of the Standard Specifications:

(g) Alkali Reaction.

(1) Each coarse aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na_2O + 0.658K_2O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.

(2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.

(3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003.02(e)(3).

Revise the first paragraph of Article 1019.06 of the Standard Specifications to read:

"**1019.06 Contractor Mix Design.** A Contractor may submit their own mix design and may propose alternate fine aggregate materials, fine aggregate gradations, or material proportions. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise Section 1020 of the Standard Specifications to read:

"SECTION 1020. PORTLAND CEMENT CONCRETE

1020.01 Description. This item shall consist of the materials, mix design, production, testing, curing, low air temperature protection, and temperature control of concrete.

1020.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	1001
(b) Water	1002
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004
(e) Concrete Admixtures	1021
(f) Finely Divided Minerals	1010
(g) Concrete Curing Materials	1022
(h) Straw	1081.06(a)(1)
(i) Calcium Chloride	1013.01

1020.03 Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Mixers and Trucks	1103.01
(b) Batching and Weighing Equipment	1103.02
(c) Automatic and Semi-Automatic Batching Equipment	1103.03
(d) Water Supply Equipment	1103.11
(e) Membrane Curing Equipment	1101.09
(f) Mobile Portland Cement Concrete Plants	1103.04

1020.04 Concrete Classes and General Mix Design Criteria. The classes of concrete shown in Table 1 identify the various mixtures by the general uses and mix design criteria. If the class of concrete for a specific item of construction is not specified, Class SI concrete shall be used.

For the minimum cement factor in Table 1, it shall apply to portland cement, portland-pozzolan cement, and portland blast-furnace slag except when a particular cement is specified in the Table.

The Contractor shall not assume that the minimum cement factor indicated in Table 1 will produce a mixture that will meet the specified strength. In addition, the Contractor shall not assume that the maximum finely divided mineral allowed in a mix design according to Article 1020.05(c) will produce a mixture that will meet the specified strength. The Contractor shall select a cement factor within the allowable range that will obtain the specified strength. The Contractor shall take into consideration materials selected, seasonal temperatures, and other factors which may require the Contractor to submit multiple mix designs.

For a portland-pozzolan cement, portland blast-furnace slag cement, or when replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the portland cement content in the mixture shall be a minimum of 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). When calculating the portland cement portion in the portland-pozzolan or portland blast-furnace slag cement, the AASHTO M 240 tolerance may be ignored.

Special classifications may be made for the purpose of including the concrete for a particular use or location as a separate pay item in the contract. The concrete used in such cases shall conform to this section.

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA

Class of Conc.	Use	Specification Section Reference	Cement Factor cwt/cu yd (3) Min.	Cement Factor cwt/cu yd (3) Max	Water / Cement Ratio lb/lb	Slump in. (4)	Mix Design Compressive Strength (Flexural Strength) psi, minimum Days 3	14	28	Air Content %	Coarse Aggregate Gradations (14)
PV	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	5.65 (1) 6.05 (2)	7.05	0.32 - 0.42	2 - 4 (5)	Ty III 3500 (650)	3500 (650)		5.0 - 8.0	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
PP	Pavement Patching Bridge Deck Patching (10)	442					3200 (600) Article 701.17(e)(3)b.				
	PP-1		6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	at 48 hours			4.0 - 7.0	CA 7, CA 11, CA 13, CA 14, or CA 16
	PP-2		7.35	7.35	0.32 - 0.38	2 - 6	at 24 hours			4.0 - 6.0	
	PP-3		7.35 (Ty III) (8)	7.35 (Ty III) (8)	0.32 - 0.35	2 - 4	at 16 hours			4.0 - 6.0	
	PP-4		6.00 (9)	6.25 (9)	0.32 - 0.50	2 - 6	at 8 hours			4.0 - 6.0	
	PP-5		6.75 (9)	6.75 (9)	0.32 - 0.40	2 - 8	at 4 hours			4.0 - 6.0	CA 13, CA 14, or CA 16
RR	Railroad Crossing	422	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	3500 (650) at 48 hours			4.0 - 7.0	CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab	503	6.05	7.05	0.32 - 0.44	2 - 4 (5)		4000 (675)		5.0 - 8.0	CA 7, CA 11, or CA 14 (7)
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44 0.25 - 0.40	1 - 4 0 - 1	See Section 1042			5.0 - 8.0 N/A	CA7, CA11,CA 13, CA 14, CA 16, or CA 7 & CA 16
PS	Precast Prestressed Members	504	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44	1 - 4			Plans	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16
	Precast Prestressed Piles and Extensions	512							5000		
	Precast Prestressed Sight Screen	639							3500		

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA

Class of Conc.	Use	Specification Section Reference	Cement Factor cwt/cu yd (3) Min.	Cement Factor cwt/cu yd (3) Max	Water / Cement Ratio lb/lb	Slump in. (4)	Mix Design Compressive Strength (Flexural Strength) psi, minimum Days 3	14	28	Air Content %	Coarse Aggregate Gradations (14)
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	6.65	7.05	0.32 - 0.44	6 - 8 (6)		4000 (675)		5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.
SC	Seal Coat	503	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	3 - 5		3500 (650)		Optional 6.0 max.	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 7 & CA 11, CA 7, or CA 11
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	2 - 4 (5)		3500 (650)		5.0 - 8.0	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)

Notes:
(1) Central-mixed.
(2) Truck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
(3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
(4) The maximum slump may be increased to 7 in. when a high range water-reducing admixture is used for all classes of concrete, except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 8 in. For Class PP-1, the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 1/2 in. if the high range water-reducing admixture is the polycarboxylate type.
(5) The slump range for slipform construction shall be 1/2 to 1 1/2 in.
(6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 8 - 10 in. at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 2 - 4 in.
(7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
(8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 ºF, the Type III portland cement may be replaced with Type I or II portland cement.
(9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
(10) For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 4,000 psi compressive or 675 psi flexural strength for all PP mix designs.
(11) The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
(12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 2 cu yd trial batch to verify the mix design.
(13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
(14) Alternate combinations of gradations sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)

Class of Conc.	Use	Specification Section Reference	Cement Factor kg/cu m (3)		Water / Cement Ratio kg/kg	Slump mm (4)	Mix Design Compressive Strength (Flexural Strength) kPa, minimum			Air Content %	Coarse Aggregate Gradations (14)
							Days				
			Min.	Max			3	14	28		
PV	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	335 (1) 360 (2)	418	0.32 - 0.42	50 - 100 (5)	Ty III 24,000 (4500)	24,000 (4500)		5.0 - 8.0	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
PP	Pavement Patching Bridge Deck Patching (10)	442					22,100 (4150) Article 701.17(e)(3)b.				
	PP-1		385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100	at 48 hours			4.0 - 7.0	CA 7, CA 11, CA 13, CA 14, or CA 16
	PP-2		435	435	0.32 - 0.38	50 - 150	at 24 hours			4.0 - 6.0	
	PP-3		435 (Ty III) (8)	435 (Ty III) (8)	0.32 - 0.35	50 - 100	at 16 hours			4.0 - 6.0	
	PP-4		355 (9)	370 (9)	0.32 - 0.50	50 - 150	at 8 hours			4.0 - 6.0	
	PP-5		400 (9)	400 (9)	0.32 – 0.40	50 - 200	at 4 hours			4.0 – 6.0	CA 13, CA 14, or CA 16
RR	Railroad Crossing	422	385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100	24,000 (4500) at 48 hours			4.0 - 7.0	CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab	503	360	418	0.32 - 0.44	50 - 100 (5)		27,500 (4650)		5.0 - 8.0	CA 7, CA 11, or CA 14 (7)
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44 0.25 - 0.40	25 - 100 0 - 25	See Section 1042			5.0 - 8.0 N/A	CA7, CA11, CA13, CA 14, CA 16, or CA 7 & CA 16
PS	Precast Prestressed Members	504	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44	25 - 100			Plans	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16
	Precast Prestressed Piles and Extensions	512							34,500		
	Precast Prestressed Sight Screen	639							24,000		

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)

Class of Conc.	Use	Specification Section Reference	Cement Factor kg/cu m (3)		Water / Cement Ratio kg/kg	Slump mm (4)	Mix Design Compressive Strength (Flexural Strength) kPa, minimum			Air Content %	Coarse Aggregate Gradations (14)
							Days				
			Min.	Max			3	14	28		
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	395	418	0.32 - 0.44	150 -200 (6)		27,500 (4650)		5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.
SC	Seal Coat	503	335 (1) 360 (2)	418	0.32 - 0.44	75 - 125		24,000 (4500)		Optional 6.0 max.	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 7 & CA 11, CA 7, or CA 11
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	335 (1) 360 (2)	418	0.32 - 0.44	50 - 100 (5)		24,000 (4500)		5.0 - 8.0	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 7 CA 11, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)

Notes:
(1) Central-mixed.
(2) Truck-mixed or shrink-mixed. Shrink-mixed concrete will not be permitted for Class PV concrete.
(3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
(4) The maximum slump may be increased to 175 mm when a high range water-reducing admixture is used for all classes of concrete except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 200 mm. For Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be increased to 215 mm if the high range water-reducing admixture is the polycarboxylate type.
(5) The slump range for slipform construction shall be 13 to 40 mm.
(6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 200 - 250 mm at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 50 – 100 mm.
(7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
(8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 ºC, the Type III portland cement may be replaced with Type I or II portland cement.
(9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
(10) For Class PP concrete used in bridge deck patching, the aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa compressive or 4,650 kPa flexural.
(11) The nominal maximum size permitted is 19 mm. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
(12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 1.5 cu m trial batch to verify the mix design.
(13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
(14) Alternate combinations of gradation sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

1020.05 Other Concrete Criteria. The concrete shall be according to the following.

(a) Proportioning and Mix Design. For all Classes of concrete, it shall be the Contractors responsibility to determine mix design material proportions and to proportion each batch of concrete. A Level III PCC Technician shall develop the mix design for all Classes of concrete, except Classes PC and PS. The mix design, submittal information, trial batch, and Engineer verification shall be according to the "Portland Cement Concrete Level III Technician" course material.

The Contractor shall provide the mix designs a minimum of 45 calendar days prior to production. More than one mix design may be submitted for each class of concrete.

The Engineer will verify the mix design submitted by the Contractor. Verification of a mix design shall in no manner be construed as acceptance of any mixture produced. Once a mix design has been verified, the Engineer shall be notified of any proposed changes.

Tests performed at the jobsite will determine if a mix design can meet specifications. If the tests indicate it cannot, the Contractor shall make adjustments to a mix design, or submit a new mix design if necessary, to comply with the specifications.

(b) Admixtures. The Contractor shall be responsible for using admixtures and determining dosages for all Classes of concrete, cement aggregate mixture II, and controlled low-strength material that will produce a mixture with suitable workability, consistency, and plasticity. In addition, admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Contractor shall obtain approval from the Engineer to use an accelerator when the concrete temperature is greater than 60 °F (16 °C). However, this accelerator approval will not be required for Class PP, RR, PC, and PS concrete. The accelerator shall be the non-chloride type unless otherwise specified in the contract plans.

The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(10). For information on approved controlled low-strength material air-entraining admixtures, refer to Article 1019.02. The Department will also maintain an Approved List of Concrete Admixtures, and an admixture technical representative shall be consulted by the Contractor prior to the pour when determining an admixture dosage from this list or when making minor admixture dosage adjustments at the jobsite. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.

The sequence, method, and equipment for adding the admixtures shall be approved by the Engineer. Admixtures shall be added to the concrete separately. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

Admixture use shall be according to the following.

(1) When the atmosphere or concrete temperature is 65 °F (18 °C) or higher, a retarding admixture shall be used in the Class BS concrete and concrete bridge deck overlays. 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 bridge deck concrete. At the option of the Contractor, a water-reducing admixture may be used with the high range water-reducing admixture in Class BS concrete.

(2) At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 or RR concrete. When the air temperature is less than 55 °F (13 °C) and an accelerator is used, the non-chloride accelerator shall be calcium nitrite.

(3) When Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 or RR concrete, a water-reducing or high range water-reducing admixture shall be used.

(4) 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. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite. For Class PP-2 concrete, the non-chloride accelerator shall be calcium nitrite when the air temperature is less than 55 °F (13 °C).

(5) 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 with the high range 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, but a retarding admixture shall not be used unless approved by the Engineer.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, and air-entraining admixture shall be used. The accelerator, high range water-reducing admixture, and air-entraining admixture shall be per the Contractor's recommendation and dosage. The approved list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.

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

(7) For Class DS concrete a retarding admixture and a high range water-reducing admixture shall be used. For dry excavations that are 10 ft (3 m) or less, the high range water-reducing admixture may be replaced with a water-reducing admixture if the concrete is vibrated. The use of admixtures shall take into consideration the slump loss limits specified in Article 516.12 and the fluidity requirement in Article 1020.04 (Note 12).

(8) At the Contractor's option, when a water-reducing admixture or a high range water-reducing admixture is used for Class PV, PP-1, RR, SC, and SI concrete, the cement factor may be reduced a maximum 0.30 hundredweight/cu yd (18 kg/cu m). However, a cement factor reduction will not be allowed for concrete placed underwater.

(9) When Type F or Type G high range water-reducing admixtures are used, the initial slump shall be a minimum of 1 1/2 in. (40 mm) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

(10) When specified, a corrosion inhibitor shall be added to the concrete mixture utilized in the manufacture of precast, prestressed concrete members and/or other applications. It shall be added, at the same rate, to all grout around post-tensioning steel when specified.

When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m), and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch.

When Rheocrete 222+ is used, it shall be added at the rate of 1.0 gal/cu yd (5.0 L/cu m), and the batching sequence shall be according to the manufacturer's instructions.

(c) Finely Divided Minerals. Use of finely divided minerals shall be according to the following.

(1) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete.

The use of fly ash shall be according to the following.

a. Measurements of fly ash and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).

b. When Class F fly ash is used in cement aggregate mixture II, Class PV, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 25 percent by weight (mass).
c. When Class C fly ash is used in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 30 percent by weight (mass).
d. Fly ash may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

(2) Ground Granulated Blast-Furnace (GGBF) Slag. At the Contractor's option, GGBF slag may partially replace portland cement in concrete mixtures, for Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete. For Class PP-3 concrete, GGBF slag shall be used according to Article 1020.04.

The use of GGBF slag shall be according to the following.

a. Measurements of GGBF slag and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).

b. When GGBF slag is used in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC and SI concrete, the amount of portland cement replaced shall not exceed 35 percent by weight (mass).

c. GGBF slag may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

(3) Microsilica. At the Contractor's option, microsilica may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

Microsilica shall be used in Class PP-3 concrete according to Article 1020.04.

(4) High Reactivity Metakaolin (HRM). At the Contractor's option, HRM may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

(5) Mixtures with Multiple Finely Divided Minerals. Except as specified for Class PP-3 concrete, the Contractor has the option to use more than one finely divided mineral in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete as follows.

a. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 35.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent.

The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed ten percent. The finely divided mineral in the portland-pozzolan cement or portland blast-furnace slag blended cement shall apply to the maximum 35.0 percent.

b. Central Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 535 lbs/cu yd (320 kg/cu m).

c. Truck-Mixed or Shrink-Mixed. For Class PV (only truck-mixed permitted), SC, and SI concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 575 lbs/cu yd (345 kg/cu m).

d. Central-Mixed, Truck-Mixed or Shrink-Mixed. For Class PP-1 and RR concrete, the mixture shall contain a minimum of 650 lbs/cu yd (385 kg/cu m) of cement and finely divided minerals summed together. For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a minimum of 620 lbs/cu yd (365 kg/cu m).

   For Class PP-2 concrete, the mixture shall contain a minimum of 735 lbs/cu yd (435 kg/cu m) of cement and finely divided minerals summed together. For Class BS concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m). For Class DS concrete, the mixture shall contain a minimum of 665 lbs/cu yd (395 kg/cu m).

   If a water-reducing or high range water-reducing admixture is used in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 620 lbs/cu yd (365 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used with Type III portland cement in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 590 lbs/cu yd (350 kg/cu m).

e. Central-Mixed or Truck-Mixed. For Class PC and PS concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.

f. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together for Class PV, BS, PC, PS, DS, SC, and SI concrete. For Class PP-1 and RR concrete, the mixture shall contain a maximum of 750 lbs/cu yd (445 kg/cu m). For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a maximum of 720 lbs/cu yd (425 kg/cu m). For Class PP-2 concrete, the mixture shall contain a maximum of 735 lbs/cu yd (435 kg/cu m).

g. For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the allowable cement and finely divided minerals summed together shall be increased by ten percent.

h. The combination of cement and finely divided minerals shall comply with Article 1020.05(d).

(d) Alkali-Silica Reaction. For cast-in-place (includes cement aggregate mixture II), precast, and precast prestressed concrete, one of the mixture options provided in Article 1020.05(d)(2) shall be used to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The mixture options are not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate, or sodium formate. The mixture options will not be required for the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy.

The mixture options shall not apply to concrete revetment mats, insertion lining of pipe culverts, portland cement mortar fairing course, controlled low-strength material, miscellaneous grouts that are not prepackaged, Class PP-3 concrete, Class PP-4 concrete, and Class PP-5 concrete.

(1) Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

Aggregate Groups			
Coarse Aggregate or Coarse Aggregate Blend ASTM C 1260 Expansion	Fine Aggregate Or Fine Aggregate Blend ASTM C 1260 Expansion		
	≤0.16%	>0.16% - 0.27%	>0.27%
≤0.16%	Group I	Group II	Group III
>0.16% - 0.27%	Group II	Group II	Group III
>0.27%	Group III	Group III	Group IV

(2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silika reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Group I – Mixture options are not applicable. Use any cement or finely divided mineral.
Group II – Mixture options 1, 2, 3, 4, or 5 shall be used.
Group III – Mixture options 1, combine 2 with 3, 4 or 5 shall be used.
Group IV – Mixture options 1, combine 2 with 4, or 5 shall be used.

a. Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used. Coarse aggregate may only be blended with another coarse aggregate. Fine aggregate may only be blended with another fine aggregate. Blending of coarse with fine aggregate to place the material in another group will not be permitted.

When a coarse for fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value = (a/100 x A) + (b/100 x B) + (c/100 x C) + …

Where: a, b, c… = percentage of aggregate in the blend;
A, B, C… = expansion value for that aggregate.

b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow.

1. Class F Fly Ash. For cement aggregate mixture II, Class PV, BS, PC, PS, MS, DS, SC and SI concrete, the Class F fly ash shall be a minimum 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

   If the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

2. Class C Fly Ash. For cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, Class C fly ash shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

   If the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

3. Ground Granulated Blast-Furnace Slag. For Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, ground granulated blast-furnace slag shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

   If the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

4. Microsilica or High Reactivity Metakaolin, Microsilica solids or high reactivity metakaolin shall be a minimum 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

   If the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.

d. Mixture option 4. The cement used shall have a maximum total equivalent alkali content ($Na_2O + 0.658K_2O$) of 0.45 percent. When aggregate in Group II or III is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content ($Na_2O + 0.658K_2O$) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.

e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly. For latex concrete, the ASTM C 1567 test shall be performed without the latex. The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

   If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content ($Na_2O + 0.658K_2O$), a new ASTM C 1567 test will not be required.

   The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time. The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

1020.06 Water/Cement Ratio. The water/cement ratio shall be determined on a weight (mass) basis. When a maximum water/cement ratio is specified, the water shall include mixing water, water in admixtures, free moisture on the aggregates, and water added at the jobsite. The quantity of water may be adjusted within the limit specified to meet slump requirements.

When fly ash, ground granulated blast-furnace slag, high-reactivity metakaolin, or microsilica (silica fume) are used in a concrete mix, the water/cement ratio will be based on the total cement and finely divided minerals contained in the mixture.

1020.07 Slump. The slump shall be determined according to Illinois Modified AASHTO T 119.

If the measured slump falls outside the limits specified, a check test will be made. In the event of a second failure, the Engineer may refuse to permit the use of the batch of concrete represented.

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, additional cement or water-reducing admixture shall be added.

1020.08 Air Content. The air content shall be determined according to Illinois Modified AASHTO T 152 or Illinois Modified AASHTO T 196. The air-entrainment shall be obtained by the use of cement with an approved air-entraining admixture added during the mixing of the concrete or the use of air-entraining cement.

If the air-entraining cement furnished is found to produce concrete having an air content outside the limits specified, its use shall be discontinued immediately and the Contractor shall provide other air-entraining cement which will produce air contents within the specified limits.

If the air content obtained is above the specified maximum limit at the jobsite, the Contractor, with the Engineer's approval, may add to the truck mixer non air-entraining cement in the proportion necessary to bring the air content within the specified limits, or the concrete may be further mixed, within the limits of time and revolutions specified, to reduce the air content. If the air content obtained is below the specified minimum limit, the Contractor may add to the concrete a sufficient quantity of an approved air-entraining admixture at the jobsite to bring the air content within the specified limits.

1020.09 Strength Tests. The specimens shall be molded and cured according to Illinois Modified AASHTO T 23. Specimens shall be field cured with the construction item as specified in Illinois Modified AASHTO T 23. The compressive strength shall be determined according to Illinois Modified AASHTO T 22. The flexural strength shall be determined according to Illinois Modified AASHTO T 177.

Except for Class PC and PS concrete, the Contractor shall transport the strength specimens from the site of the work to the field laboratory or other location as instructed by the Engineer. During transportation in a suitable light truck, the specimens shall be embedded in straw, burlap, or other acceptable material in a manner meeting with the approval of the Engineer to protect them from damage; care shall be taken to avoid impacts during hauling and handling. For strength specimens, the Contractor shall provide a water storage tank for curing.

1020.10 Handling, Measuring, and Batching Materials. Aggregates shall be handled in a manner to prevent mixing with soil and other foreign material.

Aggregates shall be handled in a manner which produces a uniform gradation, before placement in the plant bins. Aggregates delivered to the plant in a nonuniform gradation condition shall be stockpiled. The stockpiled aggregate shall be mixed uniformly before placement in the plant bins.

Aggregates shall have a uniform moisture content before placement in the plant bins. This may require aggregates to be stockpiled for 12 hours or more to allow drainage, or water added to the stockpile, or other methods approved by the Engineer. Moisture content requirements for crushed slag or lightweight aggregate shall be according to Article 1004.01(e).

Aggregates, cement, and finely divided minerals shall be measured by weight (mass). Water and admixtures shall be measured by volume or weight (mass).

The Engineer may permit aggregates, cement, and finely divided minerals to be measured by volume for small isolated structures and for miscellaneous items. Aggregates, cement, and finely divided minerals shall be measured individually. The volume shall be based upon dry, loose materials.

1020.11 Mixing Portland Cement Concrete. The mixing of concrete shall be according to the following.

(a) Ready-Mixed Concrete. Ready-mixed concrete is central-mixed, truck-mixed, or shrink-mixed concrete transported and delivered in a plastic state ready for placement in the work and shall be according to the following.

(1) Central-Mixed Concrete. Central-mixed concrete is concrete which has been completely mixed in a stationary mixer and delivered in a truck agitator, a truck mixer operating at agitating speed, or a nonagitator truck.

The stationary mixer shall operate at the drum speed for which it was designed. The batch shall be charged into the drum so that some of the water shall enter in advance of the cement, finely divided minerals, and aggregates. The flow of the water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Water shall begin to enter the drum from zero to two seconds in advance of solid material and shall stop flowing within two seconds of the beginning of mixing time.

Some coarse aggregate shall enter in advance of other solid materials. For the balance of the charging time for solid materials, the aggregates, finely divided minerals, and cement (to assure thorough blending) shall each flow at acceptably uniform rates, as determined by visual observation. Coarse aggregate shall enter two seconds in advance of other solid materials and a uniform rate of flow shall continue to within two seconds of the completion of charging time.

The entire contents of the drum, or of each single compartment of a multiple-drum mixer, shall be discharged before the succeeding batch is introduced.

The volume of concrete mixed per batch shall not exceed the mixer's rated capacity as shown on the standard rating plate on the mixer by more than ten percent.

The minimum mixing time shall be 75 seconds for a stationary mixer having a capacity greater than 2 cu yd (1.5 cu m). For a mixer with a capacity equal to or less than 2 cu yd (1.5 cu m) the mixing time shall be 60 seconds. Transfer time in multiple drum mixers is included in the mixing time. Mixing time shall begin when all materials are in the mixing compartment and shall end when the discharge of any part of the batch is started. The required mixing times will be established by the Engineer for all types of stationary mixers.

When central-mixed concrete is to be transported in a truck agitator or a truck mixer, the stationary-mixed batch shall be transferred to the agitating unit without delay and without loss of any portion of the batch. Agitating shall start immediately thereafter and shall continue without interruption until the batch is discharged from the agitator. The ingredients of the batch shall be completely discharged from the agitator before the succeeding batch is introduced. Drums and auxiliary parts of the equipment shall be kept free from accumulations of materials.

The vehicles used for transporting the mixed concrete shall be of such capacity, or the batches shall be so proportioned, that the entire contents of the mixer drum can be discharged into each vehicle load.

(2) Truck-Mixed Concrete. Truck-mixed concrete is completely mixed and delivered in a truck mixer. When the mixer is charged with fine and coarse aggregates simultaneously, not less than 60 nor more than 100 revolutions of the drum or blades at mixing speed shall be required, after all of the ingredients including water are in the drum. When fine and coarse aggregates are charged separately, not less than 70 revolutions will be required. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, cement, or other materials are made at the jobsite. The mixing operation shall begin immediately after the cement and water, or the cement and wet aggregates, come in contact. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

(3) Shrink-Mixed Concrete. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer for delivery. The mixing time of the stationary mixer may be reduced to a minimum of 30 seconds to intermingle the ingredients, before transferring to the truck mixer. All ingredients for the batch shall be in the stationary mixer and partially mixed before any of the mixture is discharged into the truck mixer. The partially mixed batch shall be transferred to the truck mixer without delay and without loss of any portion of the batch, and mixing in the truck mixer shall start immediately. The mixing time in the truck mixer shall be not less than 50 nor more than 100 revolutions of the drum or blades at mixing speed. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, cement, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.

(4) Mixing Water. Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.

(5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.

(6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

The volume of mixed concrete in truck mixers or truck agitators shall in no case be greater than the rated capacity determined according to the Truck Mixer, Agitator, and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturer's Bureau, as shown by the rating plate attached to the truck. If the truck mixer does not have a rating plate, the volume of mixed concrete shall not exceed 63 percent of the gross volume of the drum or container, disregarding the blades. For truck agitators, the value is 80 percent.

(7) Time of Haul. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work.

The time elapsing from when water is added to the mix until it is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is transported in nonagitating trucks.

The maximum haul time for concrete transported in truck mixers or truck agitators shall be according to the following.

Concrete Temperature at Point of Discharge °F (°C)	Haul Time	
	Hours	Minutes
50-64 (10-17.5)	1	30
>64 (>17.5) - without retarder	1	0
>64 (>17.5) - with retarder	1	30

To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.

(8) Production and Delivery. The production of ready-mixed concrete shall be such that the operations of placing and finishing will be continuous insofar as the job operations require. The Contractor shall be responsible for producing concrete that will have the required workability, consistency, and plasticity when delivered to the work. Concrete which is unsuitable for placement as delivered will be rejected. The Contractor shall minimize the need to adjust the mixture at the jobsite, such as adding water, admixtures, and cement prior to discharging.

(9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.

a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.

b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.

c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.

d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.

e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for strength shall not exceed 900 psi (6200 kPa) compressive and 90 psi (620 kPa) flexural. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete.

(b) Class PC Concrete. The concrete shall be central-mixed or truck-mixed. Variations in plastic concrete properties shall be minimized between batches.

(c) Class PV Concrete. The concrete shall be central-mixed or truck-mixed.

The required mixing time for stationary mixers with a capacity greater than 2 cu yd (1.5 cu m) may be less than 75 seconds upon satisfactory completion of a mixer performance test. Mixer performance tests may be requested by the Contractor when the quantity of concrete to be placed exceeds 50,000 sq yd (42,000 sq m). The testing shall be conducted according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

The Contractor will be allowed to test two mixing times within a range of 50 to 75 seconds. If satisfactory results are not obtained from the required tests, the mixing time shall continue to be 75 seconds for the remainder of the contract. If satisfactory results are obtained, the mixing time may be reduced. In no event will mixing time be less than 50 seconds.

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

A contract which has 12 ft (3.6 m) wide pavement or base course, and a continuous length of 1/2 mile (0.8 km) or more, shall have the following additional requirements.

(1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.
(2) The plant shall have automatic or semi-automatic batching equipment.

(d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.

1020.12 Mobile Portland Cement Concrete Plants. The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

The first 1 cu ft (0.03 cu m) of concrete produced may not contain sufficient mortar and shall not be incorporated in the work. The side plate on the cement feeder shall be removed periodically (normally the first time the mixer is used each day) to see if cement is building up on the feed drum.

Sufficient mixing capacity of mixers shall be provided to enable continuous placing and finishing insofar as the job operations and the specifications require.

Slump and air tests made immediately after discharge of the mix may be misleading, since the aggregates may absorb a significant amount of water for four or five minutes after mixing.

1020.13 Curing and Protection. The method of curing, curing period, and method of protection for each type of concrete construction is included in the following Index Table.

INDEX TABLE OF CURING AND PROTECTION OF CONCRETE CONSTRUCTION			
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete [11/]			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) [3/ 5/]	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) [2/]	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) [4/ 5/]	3	1020.13(c) [16/]
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) [4/]	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) [2/]	3 [12/]	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 [12/]	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) [4/ 6/]	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) [1/ 7/]	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) [8/]	7	1020.13(d)(1)(2)
Deck Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) [17/]
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) [1/ 7/]	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) [1/]	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) [4/ 6/]	7	1020.13(d)(1)(2) [18/]
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete [11/]			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) [9/ 10/]	As [13/] Required	9/
All Other Precast Items	1020.13(a)(3)(4)(5) [2/ 9/ 10/]	As [14/] Required	9/
Precast, Prestressed Concrete [11/]			
All Items	1020(a)(3)(5) [9/ 10/]	Until Strand Tensioning is Released [15/]	9/

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 foundations and footings, seal coats or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 45 °F (7 °C) 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 oil 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).

9/ Steam, supplemental heat, or insulated blankets (with or without steam/supplemental heat) are acceptable and shall be according to the Bureau of Materials and Physical Research's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products" and the "Manual for Fabrication of Precast, Prestressed Concrete Products".

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 for pavement patching, with a maximum curing period of three days. For bridge deck patching the curing period shall be three days if Class PP concrete is used and 7 days if Class BS concrete is used.

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(d)(1).

17/ When Article 1020.13(d)(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(d)(1).

18/ For culverts having a waterway opening of 10 sq ft (1 sq m) or less, the culverts may be protected according to Article 1020.13(d)(3).

(a) Methods of Curing. Except as provided for in the Index Table of Curing and Protection of Concrete Construction, curing shall be accomplished by one of the following described methods. When water is required to wet the surface, it shall be applied as a fine spray so that it will not mar or pond on the surface. Except where otherwise specified, the curing period shall be at least 72 hours.

(1) Waterproof Paper Method. The surface of the concrete shall be covered with waterproof paper as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the paper is placed. The blankets shall be lapped at least 12 in. (300 mm) end to end, and these laps shall be securely weighted with a windrow of earth, or other approved method, to form a closed joint. The same requirements shall apply to the longitudinal laps where separate strips are used for curing edges, except the lap shall be at least 9 in. (225 mm). The edges of the blanket shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Any torn places or holes in the paper shall be repaired immediately by patches cemented over the openings, using a bituminous cement having a melting point of not less than 180 °F (82 °C). The blankets may be reused, provided they are air-tight and kept serviceable by proper repairs.

A longitudinal pleat shall be provided in the blanket to permit shrinkage where the width of the blanket is sufficient to cover the entire surface. The pleat will not be required where separate strips are used for the edges. Joints in the blanket shall be sewn or cemented together in such a manner that they will not separate during use.

(2) Polyethylene Sheeting Method. The surface of the concrete shall be covered with white polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the sheeting is placed. The edges of the sheeting shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Adjoining sheets shall overlap not less than 12 in. (300 mm) and the laps shall be securely weighted with earth, or any other means satisfactory to the Engineer, to provide an air tight cover. For surface and base course concrete, the polyethylene sheets shall be not less than 100 ft (30 m) in length nor longer than can be conveniently handled, and shall be of such width that, when in place, they will cover the full width of the surface, including the edges, except that separate strips may be used to cover the edges. Any tears or holes in the sheeting shall be repaired. When sheets are no longer serviceable as a single unit, the Contractor may select from such sheets and reuse those which will serve for further applications, provided two sheets are used as a single unit; however, the double sheet units will be rejected when the Engineer deems that they no longer provide an air tight cover.

(3) Wetted Burlap Method. The surface of the concrete shall be covered with wetted burlap blankets as soon as the concrete has hardened sufficiently to prevent marring the surface. The blankets shall overlap 6 in. (150 mm). At least two layers of wetted burlap shall be placed on the finished surface. The burlap shall be kept saturated by means of a mechanically operated sprinkling system.

In place of the sprinkling system, at the Contractor's option, two layers of burlap covered with impermeable covering shall be used. The burlap shall be kept saturated with water. Plastic coated burlap may be substituted for one layer of burlap and impermeable covering.

The blankets shall be placed so that they are in contact with the edges of the concrete, and that portion of the material in contact with the edges shall be kept saturated with water.

(4) Membrane Curing Method. Membrane curing will not be permitted where a protective coat, concrete sealer, or waterproofing is to be applied, or at areas where rubbing or a normal finish is required, or at construction joints other than those necessary in pavement or base course. Concrete at these locations shall be cured by another method specified in Article 1020.13(a).

After the concrete has been finished and the water sheen has disappeared from the surface, the concrete shall be immediately sealed with membrane curing compound of the type specified. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise, be sealed immediately after the forms are removed. Two separate applications, applied at least one minute apart, each at the rate of not less than 1 gal/250 sq ft (0.16 L/sq m) will be required upon the surfaces and edges of the concrete. These applications shall be made with the mechanical equipment specified. Type III compound shall be agitated immediately before and during the application.

At locations where the coating is discontinuous or where pin holes show or where the coating is damaged due to any cause and on areas adjacent to sawed joints, immediately after sawing is completed, an additional coating of membrane curing compound shall be applied at the above specified rate. The equipment used may be of the same type as that used for coating variable widths of pavement. Before the additional coating is applied adjacent to sawed joints, the cut faces of the joint shall be protected by inserting a suitable flexible material in the joint, or placing an adhesive width of impermeable material over the joint, or by placing the permanent sealing compound in the joint. Material, other than the permanent sealing compound, used to protect cut faces of the joint, shall remain in place for the duration of the curing period. In lieu of applying the additional coating, the area of the sawed joint may be cured according to any other method permitted.

When rain occurs before an application of membrane curing compound has dried, and the coating is damaged, the Engineer may require another application be made in the same manner and at the same rate as the original coat. The Engineer may order curing by another method specified, if unsatisfactory results are obtained with membrane curing compound.

(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp 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 4 ft (1.2 m) 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).

(b) Removing and Replacing Curing Covering. When curing methods specified above in Article 1020.13(a), (1), (2), or (3) are used for concrete pavement, the curing covering for each day's paving shall be removed to permit testing of the pavement surface with a profilograph or straightedge, as directed by the Engineer.

Immediately after testing, the surface of the pavement shall be wetted thoroughly and the curing coverings replaced. The top surface and the edges of the concrete shall not be left unprotected for a period of more than 1/2 hour.

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

Minimum Temperature	Protection
25 – 32 °F (-4 – 0 °C)	Two layers of polyethylene sheeting, one layer of polyethylene and one layer of burlap, or two layers of waterproof paper.
Below 25 °F (-4 °C)	6 in. (150 mm) of straw covered with one layer of polyethylene sheeting or waterproof paper.

These protective covers shall remain in place until the concrete is at least 96 hours old. When straw is required on pavement cured with membrane curing compound, the compound shall be covered with a layer of burlap, polyethylene sheeting or waterproof paper before the straw is applied.

After September 15, there shall be available to the work within four hours, sufficient clean, dry straw to cover at least two days production. Additional straw shall be provided as needed to afford the protection required. 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.

(d) Protection of Concrete Structures From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low below 45 °F (7 °C), or if the actual temperature drops below 45 °F (7 °C), 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. When winter construction is specified, the Contractor shall proceed with the construction, including excavation, pile driving, concrete, 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.

(1) Protection Method I. The concrete shall be completely covered with insulating material such as fiberglass, rock wool, or other approved commercial insulating material having the minimum thermal resistance R, as defined in ASTM C 168, for the corresponding minimum dimension of the concrete unit being protected as shown in the following table.

Minimum Pour Dimension		Thermal Resistance R
in.	(mm)	
6 or less	(150 or less)	R=16
> 6 to 12	(> 150 to 300)	R=10
> 12 to 18	(> 300 to 450)	R=6
> 18	(> 450)	R=4

The insulating material manufacturer shall clearly mark the insulating material with the thermal resistance R value.

The insulating material shall be completely enclosed on sides and edges with an approved waterproof liner and shall be maintained in a serviceable condition. Any tears in the liner shall be repaired in a manner approved by the Engineer. The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.

On formed surfaces, the insulating material shall be attached to the outside of the forms with wood cleats or other suitable means to prevent any circulation of air under the insulation and shall be in place before the concrete is placed. The blanket insulation shall be applied tightly against the forms. The edges and ends shall be attached so as to exclude air and moisture. If the blankets are provided with nailing flanges, the flanges shall be attached to the studs with cleats. Where tie rods or reinforcement bars protrude, the areas adjacent to the rods or bars shall be adequately protected in a manner satisfactory to the Engineer. Where practicable, the insulation shall overlap any previously placed concrete by at least 1 ft (300 mm). Insulation on the underside of floors on steel members shall cover the top flanges of supporting members.

On horizontal surfaces, the insulating material shall be placed as soon as the concrete has set, so that the surface will not be marred and shall be covered with canvas or other waterproof covering. The insulating material shall remain in place for a period of seven days after the concrete is placed.

The Contractor may remove the forms, providing the temperature is 35 °F (2 °C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

(2) Protection Method II. The concrete shall be enclosed in adequate housing and the air surrounding the concrete kept at a temperature of not less than 50 °F (10 °C) nor more than 80 °F (27 °C) for a period of seven days after the concrete is placed. 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. All exposed surfaces within the housing shall be cured according to the Index Table.

The Contractor shall provide adequate fire protection where heating is in progress and such protection shall be accessible at all times. The Contractor shall maintain labor to keep the heating equipment in continuous operation.

At the close of the heating period, the temperature shall be decreased to the approximate temperature of the outside air at a rate not to exceed 15 °F (8 °C) per 12 hour period, after which the housing maybe removed. The surface of the concrete shall be permitted to dry during the cooling period.

(3) Protection Method III. As soon as the surface is sufficiently set to prevent marring, the concrete shall be covered with 12 in. (300 mm) of loose, dry straw followed by a layer of impermeable covering. The edges of the covering shall be sealed to prevent circulation of air and prevent the cover from flapping or blowing. The protection shall remain in place until the concrete is seven days old. If construction operations require removal, the protection removed shall be replaced immediately after completion or suspension of such operations.

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

(a) Concrete other than Structures. Concrete may be placed when the air temperature is above 35 °F (2 °C) and rising, and concrete placement shall stop when the falling temperature reaches 40 °F (4 °C) or below, unless otherwise approved by the Engineer.

The temperature of concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). If concrete is pumped, the temperature of the concrete as placed in the forms shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). A maximum concrete temperature shall not apply to Class PP concrete.

(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). If concrete is pumped, the temperature of the concrete as placed in the forms shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

When insulated forms are used, the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C).

When concrete is placed in contact with previously placed concrete, the temperature of the mixed concrete may be increased to 80 °F (25 °C) by the Contractor to offset anticipated heat loss.

(c) All Classes of Concrete. Aggregates and water shall be heated or cooled uniformly and as necessary to produce concrete within the specified temperature limits. No frozen aggregates shall be used in the concrete.

(d) Temperature. The concrete temperature shall be determined according to Illinois Modified AASHTO T 309.

1020.15 Heat of Hydration Control for Concrete Structures. The Contractor shall control the heat of hydration for concrete structures when the least dimension for a drilled shaft, foundation, footing, substructure, or superstructure concrete pour exceeds 5.0 ft (1.5 m). The work shall be according to the following.

(a) Temperature Restrictions. The maximum temperature of the concrete after placement shall not exceed 150 °F (66 °C). The maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface shall not exceed 35 °F (19 °C). The Contractor shall perform temperature monitoring to ensure compliance with the temperature restrictions.

(b) Thermal Control Plan. The Contractor shall provide a thermal control plan a minimum of 28 calendar days prior to concrete placement for review by the Engineer. Acceptance of the thermal control plan by the Engineer shall not preclude the Contractor from specification compliance, and from preventing cracks in the concrete. At a minimum, the thermal control plan shall provide detailed information on the following requested items and shall comply with the specific specifications indicated for each item.

(1) Concrete mix design(s) to be used. Grout mix design if post-cooling with embedded pipe.

The mix design requirements in Articles 1020.04 and 1020.05 shall be revised to include the following additional requirements to control the heat of hydration.

a. The concrete mixture shall be uniformly graded and preference for larger size aggregate shall be used in the mix design. Article 1004.02(d)(2) and information in the “Portland Cement Concrete Level III Technician Course – Manual of Instructions for Design of Concrete Mixtures” shall be used to develop the uniformly graded mixture.

b. The following shall apply to all concrete except Class DS concrete or when self-consolidating concrete is desired.

For central-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 520 lbs/cu yd (309 kg/cu m) of cement and finely divided minerals summed together. For truck-mixed or shrink-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 550 lbs/cu yd (326 kg/cu m) of cement and finely divided minerals summed together. A water-reducing or high range water-reducing admixture shall be used in the central mixed, truck-mixed or shrink-mixed concrete mixture. For any mixture to be placed underwater, the minimum cement and finely divided minerals shall be 550 lbs/cu yd (326 kg/cu m) for central-mixed concrete, and 580 lbs/cu yd (344 kg/cu m) for truck-mixed or shrink-mixed concrete.

For Class DS concrete, CA 11 may be used. If CA 11 is used, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 605 lbs/cu yd (360 kg/cu m) summed together. If CA 11 is used and either Class DS concrete is placed underwater or a self-consolidating concrete mixture is desired, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 635 lbs/cu yd (378 kg/cu m) summed together.

c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161 Procedure A or B, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.

d. The maximum cement replacement with fly ash shall be 40.0 percent. The maximum cement replacement with ground granulated blast-furnace slag shall be 65.0 percent. When cement replacement with ground granulated blast-furnace slag exceeds 35.0 percent, only Grade 100 shall be used.

e. The mixture may contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 65.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 40.0 percent. The ground granulated blast-furnace slag portion shall not exceed 65.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent.

f. The time to obtain the specified strength may be increased to a maximum 56 days, provided the curing period specified in Article 1020.13 is increased to a minimum of 14 days.

The minimum grout strength for filling embedded pipe shall be as specified for the concrete, and testing shall be according to AASHTO T 106.

(2) The selected mathematical method for evaluating heat of hydration thermal effects, which shall include the calculated adiabatic temperature rise, calculated maximum concrete temperature, and calculated maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface. The time when the maximum concrete temperature and maximum temperature differential will occur is required if the time frame will be more than seven days.

Acceptable mathematical methods include ACI 207.2R "Report on Thermal and Volume Change Effects on Cracking of Mass Concrete" as well as other proprietary methods. The Contractor shall perform heat of hydration testing on the cement and finely divided minerals to be used in the concrete mixture. The test shall be according to ASTM C 186 or other applicable test methods, and the result for heat shall be used in the equation to calculate adiabatic temperature rise.

The Contractor has the option to propose a higher maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface, but the proposed value shall not exceed 50 °F (10 °C). In addition, based on strength gain of the concrete, multiple maximum temperature differentials at different times may be proposed. The proposed value shall be justified through a mathematical method.

(3) Proposed maximum concrete temperature or temperature range prior to placement.

Article 1020.14 shall apply except a minimum 40 °F (10 °C) concrete temperature will be permitted.

(4) Pre-cooling, post-cooling, and surface insulation methods that will be used to ensure the concrete will comply with the specified maximum temperature and specified or proposed temperature differential. For reinforcement that extends beyond the limits of the pour, the Contractor shall indicate if the reinforcement is required to be covered with insulation.

Refer to ACI 207.4R "Cooling and Insulating Systems for Mass Concrete" for acceptable methods that will be permitted. A copy of the ACI document shall be provided to the Engineer at the construction site. If embedded pipe is used for post-cooling, the material shall be polyvinyl chloride or polyethylene. The embedded pipe system shall be properly supported, and the Contractor shall subsequently inspect glued joints to ensure they are able to withstand free falling concrete. The embedded pipe system shall be leak tested after inspection of the glued joints, and prior to the concrete placement. The leak test shall be performed at maximum service pressure or higher for a minimum of 15 minutes. All leaks shall be repaired. The embedded pipe cooling water may be from natural sources such as streams and rivers, but shall be filtered to prevent system stoppages. When the embedded pipe is no longer needed, the surface connections to the pipe shall be removed to a depth of 4 in. (100 mm) below the surface of the concrete. The remaining pipe shall be completely filled with grout. The 4 in. (100 mm) deep concrete hole shall be filled with nonshrink grout.

Form and insulation removal shall be done in a manner to prevent cracking and ensure the maximum temperature differential is maintained. Insulation shall be in good condition as determined by the Engineer and properly attached.

(5) Dimensions of each concrete pour, location of construction joints, placement operations, pour pattern, lift heights, and time delays between lifts.

Refer to ACI 207.1R “Guide to Mass Concrete” for acceptable placement operations that will be permitted. A copy of the ACI document shall be provided to the Engineer at the construction site.

(6) Type of temperature monitoring system, the number of temperature sensors, and location of sensors.

A minimum of two independent temperature monitoring systems and corresponding sensors shall be used.

The temperature monitoring system shall have a minimum temperature range of 32 °F (0 °C) to 212 °F (100 °C), an accuracy of ± 2 °F (± 1 °C), and be able to automatically record temperatures without external power. Temperature monitoring shall begin once the sensor is encased in concrete, and with a maximum interval of one hour. Temperature monitoring may be discontinued after the maximum concrete temperature has been reached, post-cooling is no longer required, and the maximum temperature differential between the internal concrete core and the ambient air temperature does not exceed 35 °F (19 °C). The Contractor has the option to select a higher maximum temperature differential, but the proposed value shall not exceed 50 °F (28 °C). The proposed value shall be justified through a mathematical method.

At a minimum, a temperature sensor shall be located at the theoretical hottest portion of the concrete, normally the geometric center, and at the exterior face that will provide the maximum temperature differential. At the exterior face, the sensor shall be located 2 to 3 in. (50 to 75 mm) from the surface of the concrete. Sensors shall also be located a minimum of 1 in. (25 mm) away from reinforcement, and equidistant between cooling pipes if either applies. A sensor will also be required to measure ambient air temperature. The entrant/exit cooling water temperature for embedded pipe shall also be monitored.

Temperature monitoring results shall be provided to the Engineer a minimum of once each day and whenever requested by the Engineer. The report may be electronic or hard copy. The report shall indicate the location of each sensor, the temperature recorded, and the time recorded. The report shall be for all sensors and shall include ambient air temperature and entrant/exit cooling water temperatures. The temperature data in the report may be provided in tabular or graphical format, and the report shall indicate any corrective actions during the monitoring period. At the completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.

(7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.

(c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is less than 158 °F (70 °C), the concrete will be accepted if no cracking or other unacceptable defects are identified. If cracking or unacceptable defects are identified, Article 105.03 shall apply. If the concrete temperature exceeds 158 °F (70 °C), Article 105.03 shall apply.

If a temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface exceeds the specified or proposed maximum value allowed, the concrete will be accepted if no cracking or other unacceptable defects are identified. If unacceptable defects are identified, Article 105.03 shall apply.

When the maximum 150 °F (66 °C) concrete temperature or the maximum allowed temperature differential is violated, the Contractor shall implement corrective action prior to the next pour. In addition, the Engineer reserves the right to request a new thermal control plan for acceptance before the Contractor is allowed to pour again.

(d) Inspection and Repair of Cracks. The Engineer will inspect the concrete for cracks after the temperature monitoring is discontinued, and the Contractor shall provide access for the Engineer to do the inspection. A crack may require repair by the Contractor as determined by the Engineer. The Contractor shall be responsible for the repair of all cracks. Protective coat or a concrete sealer shall be applied to a crack less than 0.007 in. (0.18 mm) in width. A crack that is 0.007 in. (0.18 mm) or greater shall be pressure injected with epoxy according to Section 590.

QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)
Effective: January 1, 2012

Add the following to Section 1020 of the Standard Specifications:

"**1020.16 Quality Control/Quality Assurance of Concrete Mixtures**. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

(a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

(b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement.

The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

(c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

(1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests.

The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

(2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.

(3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing; the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.

(d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing is indicated in Article 1020.16(g), Schedule C.

(1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer beam strength specimens may be cured in the same tank.

(2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will not be considered extreme if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Aggregate Gradation	See "Guideline for Sample Comparison" in Appendix "A" of the Manual of Test Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

(3)Test Results and Specification Limits.

a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:

   1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
   2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
   3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

   For aggregate gradation, jobsite slump, and jobsite air content; if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed, or if a failing strength test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

   If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1, 2, and 3.

b. Independent Sample Testing. For aggregate gradation, jobsite slump, and jobsite air content; if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03.

If the mixture has already been placed or the Engineer obtains a failing strength test result, the material will be considered unacceptable.

(e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:

(1) The Contractor's compliance with all contract documents for quality control.

(2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.

(3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

(1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer, for applicable pay items.

(2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial/final revolution counter reading, at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; total amount of water added at the jobsite; and total amount of cement added at the jobsite if the air content needed adjustment.

(g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING			
Item	Test	Frequency	IL Modified AASHTO or Department Test Method [1/]
Aggregates (Arriving at Plant)	Gradation [2/]	As needed to check source for each gradation number	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation [2/]	2,500 cu yd (1,900 cu m) for each gradation number [3/]	T 2, T 11, T 27, and T 248
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture [4/]: Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or T 255
	Moisture [4/]: Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or T 255
Mixture [5/]	Slump, Air Content, Unit Weight / Yield, and Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 T 141 and T 309

1/ Refer to the Department's "Manual of Test Procedures for Materials".

2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.

3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.
One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests, using the Dunagan or Illinois Modified AASHTO T 255 test method. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.

5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318; or other tests at the plant to control mixture production.

SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING [1/]			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant [2/]	IL Modified AASHTO Test Method
Pavement, Shoulder, Base Course, Base Course Widening, Driveway Pavement, Railroad Crossing, Cement Aggregate Mixture II	Slump [3/ 4/]	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119
	Air Content [3/ 5/ 6/]	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 And T 152 or T 196
	Compressive Strength [7/ 8/] or Flexural Strength [7/ 8/]	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
Bridge Approach Slab [9/], Bridge Deck [9/], Bridge Deck Overlay [9/], Superstructure [9/], Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Slump [3/ 4/]	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119
	Air Content [3/ 5/ 6/]	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196
	Compressive Strength [7/ 8/] or Flexural Strength [7/ 8/]	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
Seal Coat	Slump [3/]	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119
	Air Content [3/ 6/]	As needed to control production	T 141 And T 152 or T 196
	Compressive Strength [7/ 8/] or Flexural Strength [7/ 8/]	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23

CONTRACTOR JOBSITE SAMPLING & TESTING [1/]			
Curb, Gutter, Median, Barrier, Sidewalk, Slope Wall, Paved Ditch, Fabric Formed Concrete Revetment Mat [10/], Miscellaneous Items, Incidental Items	Slump [3/ 4/]	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119
	Air Content [3/ 5/ 6/]	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 And T 152 or T 196
	Compressive Strength [7/ 8/] or Flexural Strength [7/ 8/]	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 Or T 141, T 177 and T 23
All	Temperature [3/]	As needed to control production	T 141 and T 309
Controlled Low-Strength Material (CLSM)	Flow, Air Content and Compressive Strength	As needed to control production	Illinois Test Procedure 307

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1) The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.

4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.

5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyored. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred.

If the correction factor is 3.0 percent or more, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on form BMPR MI654.

6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.

If the Contractor's or Engineer's air content or slump test result is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.

8/ In addition to the strength test, an air test, slump test, and temperature test shall be performed on the same sample. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO T 141.

9/ The air content test will be required for each delivered truck load.

10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.

SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING		
Location	Measured Property	Testing Frequency [1/]
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.
Jobsite	Slump, Air Content and Strength	As determined by the Engineer.

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING		
Location	Measured Property	Testing Frequency [1/]
Plant	Gradation of aggregates stored in stockpiles or bins [2/]	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.

Jobsite	Slump [2/] and Air Content [2/ 3/]	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Strength [2/]	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.

1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

SCHEDULE D

CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

(a) Model Quality Control Plan for Concrete Production (*)
(b) Qualifications and Duties of Concrete Quality Control Personnel (*)
(c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (*)
(d) Required Sampling and Testing Equipment for Concrete (*)
(e) Method for Obtaining Random Samples for Concrete (*)
(f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (*)
(g) Water/Cement Ratio Worksheet (BMPR PCCW01) (*)
(h) Field/Lab Gradations (MI 504M) (*)
(i) Concrete Air, Slump and Quantity (BMPR MI654) (*)
(j) P.C. Concrete Strengths (BMPR MI655) (*)
(k) Aggregate Technician Course or Mixture Aggregate Technician Course (*)
(l) Portland Cement Concrete Tester Course (*)
(m) Portland Cement Concrete Level I Technician Course - Manual of Instructions for Concrete Testing (*)
(n) Portland Cement Concrete Level II Technician Course - Manual of Instructions for Concrete Proportioning (*)
(o) Portland Cement Concrete Level III Technician Course - Manual of Instructions for Design of Concrete Mixtures (*)
(p) Manual of Test Procedures for Materials

* Refer to Appendix C of the Manual of Test Procedures for Materials for more information."

RAILROAD PROTECTIVE LIABILITY INSURANCE (5 AND 10) (BDE)
Effective: January 1, 2006

Description. Railroad Protective Liability and Property Damage Liability Insurance shall be carried according to Article 107.11 of the Standard Specifications, except the limits shall be a minimum of $5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit of $10,000,000 over the life of the policy.

A separate policy is required for each railroad unless otherwise noted.

NAMED INSURED & ADDRESS	NUMBER & SPEED OF PASSENGER TRAINS	NUMBER & SPEED OF FREIGHT TRAINS
BNSF Railway Company 3611 W. 38th St. Chicago, IL 60632	None	20 @ 49 mph

DOT/AAR No.: 069058C RR Mile Post: 178.9
RR Division: Springfield RR Sub-Division: Beardstown

For Freight/Passenger Information Contact: French Thompson Phone: (773) 579-5092
For Insurance Information Contact: French Thompson Phone: (773) 579-5092

Approval of Insurance. The original and one certified copy of each required policy shall be submitted to the following address for approval:

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

The Contractor will be advised when the Department has received approval of the insurance from the railroad(s). Before any work begins on railroad right-of-way, the Contractor shall submit to the Engineer evidence that the required insurance has been approved by the railroad(s). The Contractor shall also provide the Engineer with the expiration date of each required policy.

Basis of Payment. Providing Railroad Protective Liability and Property Damage Liability Insurance will be paid for at the contract unit price per Lump Sum for RAILROAD PROTECTIVE LIABILITY INSURANCE.

AGREEMENT BETWEEN BNSF RAILWAY COMPANY AND THE CONTRACTOR (FOR INFORMATION ONLY)

BNSF RAILWAY COMPANY
Attention: Manager Public Projects

Railway File: _____
Agency Project: _____

Gentlemen:

The undersigned (hereinafter called, the "Contractor"), has entered into a contract (the "Contract")dated _____, 200_, **[***Drafter's Note: insert the date of the contract between the Agency and the Contractor here]** with _____ **[Drafter's Note: insert the name of the Agency here]**for the performance of certain work in connection with the following project _____. Performance of such work will necessarily require contractor to enter BNSF RAILWAY COMPANY ("Railway") right of way and property ("Railway Property"). The Contract provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for _____ **[insert Agency name here]** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Contract, has agreed and does hereby agree with Railway as follows:

Section 1. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY. [Note to Drafter: Check with appropriate local counsel to ensure that the indemnity language is enforceable. In California, replace the word "INTENTIONAL" in the last sentence with the word "WILLFUL". Further, replace the word "GROSS" in the last sentence with the word "SOLE".]**

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE BOILER INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

Section 2. TERM

This Agreement is effective from the date of the Contract until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

Section 3. INSURANCE

Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance must contain broad form contractual liability with a combined single limit of a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limit to the following:
    - Bodily Injury and Property Damage
    - Personal Injury and Advertising Injury
    - Fire legal liability
    - Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

- It is agreed that any workers' compensation exclusion does not apply to ***Railroad*** payments related to the Federal Employers Liability Act or a ***Railroad*** Wage Continuation Program or similar programs and any payments made are deemed not to be either payments made or obligations assumed under any Workers Compensation, disability benefits, or unemployment compensation law or similar law.
- The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Any exclusions related to the explosion, collapse and underground hazards must be removed.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

B. Business Automobile Insurance. This insurance must contain a combined single limit of at least $1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- _____'s statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

D. Railroad Protective Liability insurance naming only the ***Railroad*** as the Insured with coverage of at least $5,000,000 per occurrence and $10,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to the ***Railroad*** prior to performing any work or services under this Agreement

Other Requirements:

All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against ***Railroad*** for all claims and suits against ***Railroad***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railroad*** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railroad*** for loss of its owned or leased property or property under contractor's care, custody or control.

Contractor's insurance policies through policy endorsement, must include wording which states that the policy is primary and non-contributing with respect to any insurance carried by ***Railroad***. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) must include a severability of interest endorsement and ***Railroad*** must be named as an additional insured with respect to work performed under this agreement. Severability of interest and naming ***Railroad*** as additional insured must be indicated on the certificate of insurance.

Contractor is not allowed to self-insure without the prior written consent of ***Railroad.*** If granted by ***Railroad***, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all ***Railroad*** liabilities that would otherwise, in accordance with the provisions of this ***Agreement***, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, contractor must furnish to ***Railroad*** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) must contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify ***Railroad*** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision must be indicated on the certificate of insurance. Upon request from ***Railroad***, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

BNSF RAILWAY COMPANY
P.O. Box 12010-BN
Hemet, California 92546-8010
Fax: 909-766-2299

Any insurance policy must be written by a reputable insurance company acceptable to ***Railroad*** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

Contractor represents that this ***Agreement*** has been thoroughly reviewed by contractor's insurance agent(s)/broker(s), who have been instructed by contractor to procure the insurance coverage required by this ***Agreement***. Allocated Loss Expense must be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, ***Railroad*** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming ***Railroad*** as an additional insured, and requiring that the subcontractor release, defend and indemnify ***Railroad*** to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify ***Railroad*** herein.

Failure to provide evidence as required by this section will entitle, but not require, ***Railroad*** to terminate this ***Agreement*** immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this ***Agreement***. Damages recoverable by ***Railroad*** will not be limited by the amount of the required insurance coverage.

For purposes of this section, ***Railroad*** means “Burlington Northern Santa Fe Corporation”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

Section 4. EXHIBIT “C” CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Contract, and the Contractor Requirements set forth on Exhibit “C” attached to the Contract and this Agreement, , including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site.

Section 5. TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. Damages for train delay for certain trains may be as high as $50,000.00 per incident.

Contractor and its subcontractors must give Railway's representative (_____) _____ weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

Kindly acknowledge receipt of this letter by signing and returning to the Railway two original copies of this letter, which, upon execution by Railway, will constitute an Agreement between us.

_____
(Contractor) **BNSF Railway Company**

By:_____ By:_____
Printed Name:_____ Name:_____
Title:_____ Manager Public Projects

Contact Person: _____ Accepted and effective this _____day of 20__.
Address: _____
_____
City:_____State:___Zip:____
Fax: _____
Phone: _____
E-mail:_____

RECLAIMED ASPHALT PAVEMENT (RAP) (BDE)
Effective: January 1, 2007 Revised: January 1, 2012

Revise Section 1031 of the Standard Specifications to read:

"**SECTION 1031. RECLAIMED ASPHALT PAVEMENT**

1031.01 Description. Reclaimed asphalt pavement (RAP) is from the material produced by cold milling or crushing of an existing hot-mix asphalt (HMA) pavement. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

1031.02 Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. Stockpiles shall be identified by signs indicating the type as listed below (i.e. "Homogeneous Surface").

Prior to milling, the Contractor shall request the District to provide verification of the quality of the RAP to clarify appropriate stockpile.

(a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures. The coarse aggregate in FRAP shall be crushed aggregate and may represent more than one aggregate type and/or quality but shall be at least C quality. All FRAP shall be fractionated prior to testing by screening into a minimum of two size fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP shall pass the sieve size specified below for the mix the FRAP will be used in.

Mixture FRAP will be used in:	Sieve Size that 100% of FRAP Shall Pass
IL-25.0	2 in. (50 mm)
IL-19.0	1 1/2 in. (40 mm)
IL-12.5	1 in. (25 mm)
IL-9.5	3/4 in. (20 mm)
IL-4.75	1/2 in. (13 mm)

(b) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I, HMA (High and Low ESAL) mixtures and represent: 1) the same aggregate quality, but shall be at least C quality; 2) the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag); 3) similar gradation; and 4) similar asphalt binder content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous" with a quality rating dictated by the lowest coarse aggregate quality present in the mixture.

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

(d) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from Class I, HMA (High or Low ESAL), or "All Other" (as defined by Article 1030.04(a)(3)) mixtures. The coarse aggregate in this RAP may be crushed or round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.

(e) Non-Quality. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Non-Quality".

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

1031.03 Testing. When used in HMA, the RAP/FRAP 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 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).

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

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

Evaluation of Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable G_{mm}. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	FRAP/Homogeneous/Conglomerate	Conglomerate "D" Quality
1 in. (25 mm)		± 5 %
1/2 in. (12.5 mm)	± 8 %	± 15 %
No. 4 (4.75 mm)	± 6 %	± 13 %
No. 8 (2.36 mm)	± 5 %	
No. 16 (1.18 mm)		± 15 %
No. 30 (600 μm)	± 5 %	
No. 200 (75 μm)	± 2.0 %	± 4.0 %
Asphalt Binder	± 0.4 % 1/	± 0.5 %
G_{mm}	± 0.03	

1/ The tolerance for FRAP shall be ± 0.3 %.

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content test results fall outside the appropriate tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

1031.04 Quality Designation of Aggregate in RAP/FRAP.

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

(1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or HMA (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
(2) RAP from Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
(3) RAP from Class I, Superpave (High ESAL), or HMA (High ESAL) binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate.
(4) RAP from bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate.

(b) The aggregate quality of FRAP shall be determined as follows.

(1) If the Engineer has documentation of the quality of the FRAP aggregate, the Contractor shall use the assigned quality provided by the Engineer. If the quality is not known, the quality shall be determined according to Article 1031.04(b)(2).

(2) Coarse and fine FRAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5000 tons (4500 metric tons). The Contractor shall obtain a representative sample witnessed by the Engineer. The sample shall be a minimum of 50 lb (25 kg). The sample shall be extracted according to Illinois Modified AASHTO T 164 by a consultant prequalified by the Department for the specified testing. The consultant shall submit the test results along with the recovered aggregate to the District Office. The cost for this testing shall be paid by the Contractor. The District will forward the sample to the BMPR Aggregate Lab for MicroDeval Testing, according to Illinois Modified AASHTO T 327. A maximum loss of 15.0 percent will be applied for all HMA applications."

1031.05 Use of RAP/FRAP in HMA. The use of RAP/FRAP shall be a Contractor's option when constructing HMA in all contracts. The use of RAP/FRAP in HMA shall be as follows.

(a) Coarse Aggregate Size. The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.

(b) Steel Slag Stockpiles. RAP stockpiles containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in HMA (High ESAL and Low ESAL) surface mixtures only.

(c) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall be FRAP or homogeneous in which the coarse aggregate is Class B quality or better. RAP/FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 in. (10 mm).

(d) Use in HMA Binder Mixtures (High and Low ESAL), HMA Base Course, and HMA Base Course Widening. RAP/FRAP stockpiles for use in HMA binder mixtures (High and Low ESAL), HMA base course, and HMA base course widening shall be FRAP, homogeneous, or conglomerate, in which the coarse aggregate is Class C quality or better.

(e) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, homogeneous, conglomerate, or conglomerate DQ.

(f) When the Contractor chooses the RAP option, the percentage of RAP shall not exceed the amounts indicated in the table below for a given N Design.

Max RAP Percentage

HMA Mixtures [1/, 3/]	Maximum % RAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30	30	30	10
50	25	15	10
70	15 / 25 [2/]	10 / 15 [2/]	10
90	10	10	10
105	10	10	10

1/ For HMA “All Other” (shoulder and stabilized subbase) N-30, the amount of RAP shall not exceed 50% of the mixture.

2/ Value of Max % RAP if homogeneous RAP stockpile of IL-9.5 RAP is utilized.

3/ When RAP exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when RAP exceeds 25 percent (i.e. 26 percent RAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

(g) When the Contractor chooses the FRAP option, the percentage of FRAP shall not exceed the amounts indicated in the table below for a given N Design.

(1) Level 1 Maximum FRAP Percentage.

HMA Mixtures [1/, 2/]	Level 1 - Maximum % FRAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified [3/, 4/]
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

2/ When FRAP exceeds 20 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP exceeds 25 percent (i.e. 26 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the maximum FRAP shall be 20 percent. When the FRAP usage in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

4/ For IL-4.75 mix the amount of minus #4 fine fraction FRAP shall not exceed 20 percent. When the FRAP usage in IL-4.75 exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

(2) Level 2 Maximum FRAP percentage.

HMA Mixtures [1/, 2/]	Level 1 - Maximum % FRAP		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified [3/, 4/]
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

1/ For HMA "All Other" (shoulder and stabilized subbase) N30, the amount of FRAP shall not exceed 50 percent of the mixture.

2/ When FRAP exceeds 20 percent for all mixes, except for SMA and IL-4.75, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28). If warm mix asphalt (WMA) technology is utilized, and production temperatures do not exceed 275 °F (135 °C) the high and low virgin asphalt binder grades shall each be reduced by one grade when FRAP exceeds 25 percent (i.e. 26 percent FRAP would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the maximum FRAP shall be 20 percent. When the FRAP usage in SMA exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

4/ For IL-4.75 mix the amount of minus #4 fine fraction FRAP shall not exceed 30 percent. When the FRAP usage in IL-4.75 exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

1031.06 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP material meeting the above detailed requirements.

FRAP mix designs exceeding the Level 1 FRAP percentages shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T324 (Hamburg Wheel) and shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Max. Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	10,000	1/2 (12.5)
PG58-XX	10,000	1/2 (12.5)

RAP/FRAP designs shall be submitted for volumetric verification. If additional RAP/FRAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP/FRAP stockpile and HMA mix design, and meets all of the requirements herein, the additional RAP/FRAP stockpiles may be used in the original mix design at the percent previously verified.

1031.07 HMA Production. Mixture production where the FRAP percentage exceeds the Level 1 limits shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to the Illinois Modified AASHTO T324 and shall meet the requirements specified herein. FRAP mix production shall not exceed 1500 tons (1350 metric tons) or one days production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced FRAP mixture conformance is demonstrated prior to start of mix production for the contract.

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

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

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

HMA plants utilizing RAP/FRAP shall be capable of automatically recording and printing the following information.

(a) Dryer Drum Plants.

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA mix number assigned by the Department.

(3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

(4) Accumulated dry weight of RAP/FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

(5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

(8) Aggregate and RAP/FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAP/FRAP are printed in wet condition.)

(b) Batch Plants.

(1) Date, month, year, and time to the nearest minute for each print.
(2) HMA mix number assigned by the Department.
(3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
(4) Mineral filler weight to the nearest pound (kilogram).
(5) RAP/FRAP weight to the nearest pound (kilogram).
(6) Virgin asphalt binder weight to the nearest pound (kilogram).
(7) Residual asphalt binder in the RAP/FRAP material as a percent of the total mix to the nearest 0.1 percent.

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

1031.08 RAP in Aggregate Surface Course and Aggregate Shoulders. The use of RAP in aggregate surface course and aggregate shoulders shall be as follows.

(a) Stockpiles and Testing. RAP stockpiles may be any of those listed in Article 1031.02, except “Non-Quality” and “FRAP”. The testing requirements of Article 1031.03 shall not apply.

(b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5 mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded or single sized will not be accepted."

RECLAIMED ASPHALT SHINGLES (RAS) (BDE)
Effective: January 1, 2012

Description. Reclaimed asphalt shingles (RAS) meeting the requirements herein will be permitted in all HMA mixtures used for overlay applications only. RAS shall not be used in full-depth HMA pavement. When RAS is used in conjunction with Reclaimed Asphalt Pavement (RAP), the RAP shall be according to the special provision, "Reclaimed Asphalt Pavement (RAP)"

Definitions. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable materials, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 93 percent passing the #4 (4.75 mm) sieve based on a dry shake gradation. RAS shall be uniform in gradation and asphalt binder content and shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.

(a) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.

(b) Type 2. Type 2 RAS shall be processed post-consumer shingles only, salvaged from residential, or four unit or less dwellings not subject to the National Emission Standards for Hazardous Air Pollutants (NESHAP).

Stockpiles. Type 1 and Type 2 RAS shall be stockpiled separately and shall not be intermingled. Each stockpile shall be signed indicating what type of RAS is present.

Unless otherwise approved by the Engineer, mechanically blending manufactured sand (FM 20 or FM 22) up to an equal weight of RAS with the processed RAS will be permitted to improve workability. The sand shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The sand shall be accounted for in the mix design and during HMA production.

Records identifying the shingle processing facility supplying the RAS, RAS type and lot number shall be maintained by project contract number and kept for a minimum of 3 years.

Testing. RAS shall be sampled and tested during stockpiling.

For testing during stockpiling, washed extraction, and testing for unacceptable materials shall be run at the minimum frequency of one sample per 200 tons (180 metric tons) for the first 1000 tons (900 metric tons) and one sample per 250 tons (225 metric tons) thereafter. A minimum of five tests are required for stockpiles less than 1000 tons (900 metric tons). Once a ≤ 1000 ton (900 metric ton), five-test stockpile has been established it shall be sealed.

Additional incoming RAS shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

Evaluation of Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5%
No. 16 (1.18 mm)	± 5%
No. 30 (600 µm)	± 4%
No. 200 (75 µm)	± 2.0%
Asphalt Binder Content	± 1.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt binder content, or if the percent unacceptable materials exceeds 0.5 percent by weight of material retained on the # 4 (4.75 mm) sieve, the RAS shall not be used in Department projects. All test data and acceptance ranges shall be sent to the District for evaluation.

Use of RAS in HMA. Type 1 or Type 2 RAS may be used alone or in conjunction with Reclaimed Asphalt Pavement (RAP) in all HMA mixtures up to a maximum of 5.0 percent by weight of total mix.

(a) Level 1 asphalt binder replacement. The maximum Level 1 RAS or RAS/RAP blend usage will be dictated by the Level 1 – Maximum Asphalt Binder Replacement (MABR) table listed below.

HMA Mixtures [1/, 2/]	Level 1 – Maximum Asphalt Binder Replacement, %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified [3/, 4/]
30	35	35	10
50	30	25	10
70	25	20	10
90	20	15	10
105	10	10	10

1/ For HMA shoulder and stabilized subbase (HMA “All Other”) N-30, the maximum binder replacement shall be 50 percent.

2/ When the asphalt binder replacement exceeds 20 percent for all mixtures, except for SMA and IL-4.75, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 25 percent asphalt binder replacement would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the maximum asphalt binder replacement shall be 20 percent.

When the binder replacement exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to PG70-28).

4/ For IL-4.75 mix the maximum asphalt binder replacement shall not exceed 20 percent. When the asphalt binder replacement exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

(b) Level 2 asphalt binder replacement. The maximum Level 2 RAS or RAS/RAP blend usage will be dictated by the Level 2 – MABR table listed below.

HMA Mixtures [1/, 2/]	Level 2 – Maximum Asphalt Binder Replacement, %		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified [3/, 4/]
30	40	40	10
50	40	30	10
70	30	20	10
90	30	20	10
105	30	15	10

1/ For HMA shoulder and stabilized subbase (HMA "All Other") N-30, the maximum binder replacement shall be 50 percent.

2/ When the asphalt binder replacement exceeds 20 percent for all mixtures, except for SMA and IL-4.75, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 25 percent asphalt binder replacement would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

3/ For SMA the maximum asphalt binder replacement shall be 20 percent. When the binder replacement exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to PG70-28).

4/ For IL-4.75 mix the maximum asphalt binder replacement shall not exceed 30 percent. When the asphalt binder replacement exceeds 10 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 15 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

HMA Mix Designs. RAS and RAS/RAP designs shall be submitted for volumetric verification. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

RAS and RAS/RAP mix designs with asphalt binder replacements exceeding the Level 1 – MABR limits specified herein, shall be tested prior to submittal for verification, according to Illinois Modified AASHTO T324 (Hamburg Wheel). RAS and RAS/RAP mixtures exceeding the Level 1 MABR limits shall meet the following requirements.

Asphalt Binder Grade	# Repetitions	Maximum Rut Depth in. (mm)
PG76-XX	20,000	1/2 (12.5)
PG70-XX	15,000	1/2 (12.5)
PG64-XX	10,000	1/2 (12.5)
PG58-XX	10,000	1/2 (12.5)

HMA Production. Mixture production, where the RAS and RAS/RAP asphalt binder replacement exceeds the Level 1 MABR, shall be sampled within the first 500 tons (450 metric tons) on the first day of production with a split reserved for the Department. The mix sample shall be tested according to Illinois Modified AASHTO T324 and shall meet the requirements specified herein. RAS and RAS/RAP mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the RAS and RAS/RAP plant produced mixture conformance is demonstrated prior to start of mix production for a State contract.

RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.

When producing HMA containing RAS, a positive duct control system shall be utilized.

HMA plants utilizing RAS shall be capable of automatically recording and printing the following information.

(a) Dryer Drum Plants.

(1) Date, month, year, and time to the nearest minute for each print.

(2) HMA mix number assigned by the Department.

(3) Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

(4) Accumulated dry weight of RAS in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).

(5) Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

(6) Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.

(7) Residual asphalt binder in the RAS material as a percent of the total mix to the nearest 0.1 percent.

(8) Aggregate and RAS moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS are printed in wet condition.)

(b) Batch Plants.

(1) Date, month, year, and time to the nearest minute for each print.
(2) HMA mix number assigned by the Department.
(3) Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
(4) Mineral Filler weight to the nearest pound (kilogram).
(5) RAS weight to the nearest pound (kilogram).
(6) Virgin asphalt binder weight to the nearest pound (kilogram).
(7) Residual asphalt binder in the RAS material as a percent of the total mix to the nearest 0.1 percent.

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

SELF-CONSOLIDATING CONCRETE FOR CAST-IN-PLACE CONSTRUCTION (BDE)
Effective: November 1, 2005 Revised: January 1, 2012

Description. This work shall consist of constructing cast-in-place items involving Class DS or SI concrete with self-consolidating concrete. The concrete shall be according to the special provision, “Portland Cement Concrete”, except as modified herein.

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

Mix Design Criteria. Article 1020.04 shall apply, except as follows:

(a) The slump requirements shall not apply.

(b) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.

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

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

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

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

(g) 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-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 target slump flow shall be submitted.

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 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 or L-box blocking ratio, and hardened visual stability index. For the trial mixture, the slump flow shall be near the proposed target slump flow.

Trial Batch. A minimum 2 cu yd (1.5 cu m) 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 1.0 in. (25 mm) 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 or L-box blocking ratio, 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.

A new trial batch will be required whenever there is a change in the source of any component material, proportions beyond normal field adjustments, 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, 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.

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 ensure the design of the falsework and forms is adequate for the additional form pressure caused by the fluid concrete. Forms shall be tight to prevent leakage of fluid concrete.

When the form height for placing the self-consolidating concrete is greater than 10.0 ft (3.0 m), direct monitoring of form pressure shall be performed according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

Placing and Consolidating. Concrete placement and consolidation 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 5 ft (1.5 m). If necessary, a tremie shall be used to meet this requirement. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer. For drilled shafts, free fall placement will not be permitted."

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

Add to the end of the eleventh paragraph of Article 503.07 of the Standard Specifications the following:

"Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer."

If the contract requires QC/QA for concrete, the following four sections shall supplement the special provision Quality Control/Quality Assurance of Concrete Mixtures. If QC/QC is not required, the following four sections shall be disregarded.

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.

Slump flow, visual stability index, and J-ring or L-box tests shall be performed as needed to control production. The 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.

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 50 cu yd (40 cu m) thereafter. The Contractor shall select either the J-ring or L-box test for jobsite testing.

The hardened visual stability index test shall be performed on the first truck delivery of the day, and every 300 cu yd (230 cu m) 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.

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.

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 1.5 in. (40 mm) 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 1.5 in. (40 mm) 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.

SELF-CONSOLIDATING CONCRETE FOR PRECAST PRODUCTS (BDE)
Effective: July 1, 2004 Revised: January 1, 2012

Description. This work shall consist of constructing precast concrete products with self-consolidating concrete.

The concrete shall be according to the special provision, "Portland Cement Concrete", except as modified herein.

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

Mix Design Criteria. Article 1020.04 shall apply, except as follows:

(a) If the maximum cement factor is not specified for the product, it shall not exceed 7.05 cwt/cu yd (418 kg/cu m).

(b) If the maximum allowable water/cement ratio is not specified for the product, it shall not exceed 0.44.

(c) The slump requirements shall not apply.

(d) The coarse aggregate gradations shall be CA 13, CA 14, CA 16, or a blend of these gradations. CA 11 may be used when the Contractor provides satisfactory evidence to the Engineer that the mix will not segregate. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.

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

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

(g) The J-ring value shall be a maximum of 4 in. (100 mm). 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 hardened visual stability index shall be a maximum of 1.

Mixing Portland Cement Concrete. In addition to Article 1020.11, 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.

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.

Placing and Consolidating. The maximum distance of horizontal flow from the point of deposit shall be 25 ft (7.6 m), unless approved otherwise by the Engineer.

Concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator shall be the pencil head type with a maximum diameter or width of 1 in. (25 mm). Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)
Effective: April 2, 2005 Revised: April 1, 2011

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 according to 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.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

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

SURFACE TESTING OF PAVEMENTS (BDE)
Effective: April 1, 2002 Revised: January 1, 2007

Hot-Mix Asphalt (HMA) Overlays

Revise Article 406.03(h) of the Standard Specifications to read:

"(h) Pavement Surface Test Equipment .....1101.10"

Revise Article 406.11 of the Standard Specifications to read:

"**406.11 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 45 mph. These sections shall be tested using a profile testing device.

(2) Low-Speed Mainline Pavement. Low-speed mainline pavement shall consist of pavements, ramps, and loops with a posted speed of 45 mph or less. These sections shall be tested using a profile testing device.

(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 1000 ft (300 m) and pavement within the superelevation transition of such curves;

b. pavement on vertical curves having a length of less than or equal to 200 ft (60 m) in combination with an algebraic change in tangent grades greater than or equal to three percent, as may occur on urban ramps or other constricted-space facilities;

c. the first or last 15 ft (4.5 m) of a pavement section where the Contractor is not responsible for the adjoining surface;

d. intersections;

e. variable width pavements;

f. side street returns;

g. crossovers;

h. connector pavement from mainline pavement expansion joint to the bridge approach pavement;

i. bridge approach pavement; and

j. other miscellaneous pavement surfaces (i.e. a turn lane) as determined by the Engineer.

Miscellaneous pavement shall be tested using a 16 ft (5 m) straightedge set to a 3/8 in. (10 mm) 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 1 mile (1600 m) long and one lane wide. When the length of a continuous strip of pavement is less than 1 mile (1600 m), that pavement will be included in an adjacent lot. Structures will be omitted when measuring pavement length.

(2) Sublots. Lots will be divided into 0.1 mile (160 m) sublots. A partial sublot greater than or equal to 250 ft (76 m) resulting from an interruption in the pavement will be subject to the same evaluation as a whole sublot. Partial sublots less than 250 ft (76 m) shall be included with the previous sublot for evaluation purposes.

(c) Testing Procedure. One wheel track shall be tested per lane. Testing shall be performed 3 ft (1 m) 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 500 ft (150 m) 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 in./mile (mm/km) and indicate any high points (bumps) in excess of 0.30 in. (8 mm) 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 40.0 in./mile (635 mm/km) for high-speed mainline pavement or 65.0 in./mile (1025 mm/km) 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 0.30 in. (8 mm) in a length of 25 ft (8 m) or less shall be corrected. If the bump is greater than 0.50 in. (13 mm), the pavement shall be removed and replaced. The minimum length of pavement to be removed shall be 3 ft (900 mm).

(1) High-Speed Mainline Pavement. Any sublot having a profile index within the range of, greater than 30.0 to 40.0 in./mile (475 to 635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) or less on each trace. Any sublot having a profile index greater than 40.0 in./mile (635 mm/km) including bumps, shall be corrected to reduce the profile index to 30.0 in./mile (475 mm/km) 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 45.0 to 65.0 in./mile (710 to 1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace. Any sublot having a profile index greater than 65.0 in./mile (1025 mm/km) including bumps, shall be corrected to reduce the profile index to 45.0 in./mile (710 mm/km) or less on each trace, or replaced at the Contractor's option.

(3) Miscellaneous Pavement. Surface variations which exceed the 3/8 in. (10 mm) 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 no additional cost to the Department.

(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 (HMA Overlays)		
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot
6.0 (95) or less	15.0 (240) or less	+$150.00
>6.0 (95) to 10.0 (160)	>15.0 (240) to 25.0 (400)	+$80.00
>10.0 (160) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+$0.00
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+$0.00
Greater than 40.0 (635)	Greater than 65.0 (1025)	-$300.00

Smoothness assessments will not be applied to miscellaneous pavement sections."

Hot-Mix Asphalt (HMA) 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 406.11, except as follows:

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

SMOOTHNESS ASSESSMENT SCHEDULE (Full-Depth HMA)		
High-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot
6.0 (95) or less		+$800.00
>6.0 (95) to 11.0 (175)	15.0 (240) or less	+$550.00
>11.0 (175) to 17.0 (270)	>15.0 (240) to 25.0 (400)	+$350.00
>17.0 (270) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+$0.00
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+$0.00
Greater than 40.0 (635)	Greater than 65.0 (1025)	-$500.00”

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

Portland Cement Concrete Pavement

Revise Article 420.10 of the Standard Specifications to read:

“**420.10 Surface Tests.** The finished surface of the pavement shall be tested for smoothness according to Article 406.11, except as follows:

The finished surface of the pavement shall be tested for smoothness once the pavement has attained a flexural strength of 550 psi (3800 kPa) or a compressive strength of 3000 psi (20,700 kPa).

Two wheel tracks shall be tested per lane. Testing shall be performed 3 ft (1 m) from and parallel to each lane edge.

Membrane curing damaged during testing shall be repaired as directed by the Engineer at no additional cost to the Department.

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 420.18 at no additional cost to the Department.

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 in./mile (mm/km)	Low-Speed Mainline Pavement Average Profile Index in./mile (mm/km)	Assessment per sublot
6.0 (95) or less		+$1200.00
>6.0 (95) to 11.0 (175)	15.0 (240) or less	+$950.00
>11.0 (175) to 17.0 (270)	>15.0 (240) to 25.0 (400)	+$600.00
>17.0 (270) to 30.0 (475)	>25.0 (400) to 45.0 (710)	+$0.00
>30.0 (475) to 40.0 (635)	>45.0 (710) to 65.0 (1025)	+$0.00
Greater than 40.0 (635)	Greater than 65.0 (1025)	-$750.00”

Delete the fourth paragraph of Article 420.20 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) 16 ft (5 m) Straightedge. The 16 ft (5 m) straightedge shall consist of a metal I-beam mounted between two wheels spaced 16 ft (5 m) 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.

(b) Profile Testing Device. The profile testing device shall have a decal displayed to indicate it has been tested through the Profile Equipment Verification (PEV) Program administered by the Department.

(1) California Profilograph. The California Profilograph shall be either computerized or manual and have a frame 25 ft (8 m) 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 0.00 in. (0.0 mm) blanking band and determine a Profile Index in in./mile (mm/km) 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 0.00 in. (0.0 mm) 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."

TEMPORARY EROSION AND SEDIMENT CONTROL (BDE)
Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

"(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required."

Delete the last sentence of Article 280.08(e) of the Standard Specifications.

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)
Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

"The daily monetary deduction will be $2,500."

TRAINING SPECIAL PROVISIONS

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

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

The contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be **4**. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

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

Furthermore, the contractor shall specify the starting time for training in each of the classifications. The contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

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

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

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

Except as otherwise noted below, the contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Reimbursement for offsite training indicated above may only be made to the contractor where he does one or more of the following and the trainees are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or pays the trainee's wages during the offsite training period.

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

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

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

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

UTILITY COORDINATION AND CONFLICTS (BDE)
Effective: April 1, 2011 Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

"**105.07 Cooperation with Utilities.** The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

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

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

"When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply."

Revise Article107.31 of the Standard Specification to read:

"**107.31 Reserved.**"

Add the following four Articles to Section 107 of the Standard Specifications:

"**107.37 Locations of Utilities within the Project Limits.** All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

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

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) 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 either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.

(b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.

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

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

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

107.38 Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services. At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

The following table indicates the color of markings required of the State-Wide One Call Notification System.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White (Black when snow is on the ground)

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

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

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored.

No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

107.40 Conflicts with Utilities. Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

(a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:

(1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or

(2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:

(1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.

(2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.

(c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

WARM MIX ASPHALT (BDE)
Effective: January 1, 2012

Description. This work shall consist of designing, producing and constructing Warm Mix Asphalt (WMA) in lieu of Hot Mix Asphalt (HMA) for N30, N50, and N70 mixtures at the Contractor's option. Work shall be according to Sections 406, 407, 408, 1030, and 1102 of the Standard Specifications, except as modified herein. In addition, any references to HMA in the Standard Specifications, or the special provisions shall be construed to include WMA.

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

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

Materials.
Add the following to Article 1030.02 of the Standard Specifications.

"(h) Warm Mix Asphalt (WMA) Technologies (Note 3)"

Add the following note to Article 1030.02 of the Standard Specifications.

"Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm-Mix Asphalt Technologies"."

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

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

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

"(13) Equipment for Warm Mix Technologies.

a. Foaming. Metering equipment for foamed asphalt shall have an accuracy of ± 2 percent of the actual water metered. The foaming control system shall be electronically interfaced with the asphalt binder meter.

b. Additives. Additives shall be introduced into the plant according to the supplier's recommendations and shall be approved by the Engineer. The system for introducing the WMA additive shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes."

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

"(d) Warm Mix Technologies.

(1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.

(2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification. Additional mixture verification requirements include Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 which shall meet the criteria in Tables 1 and 2 respectively herein. The Contractor shall provide the additional material as follows:

a. Four gyratory specimens to be prepared in the Contractor's lab according to Illinois Modified AASHTO T324.
b. Sufficient mixture to conduct tensile strength testing according to Illinois Modified AASHTO T283.

Table 1. Illinois Modified AASHTO T324 Requirements [1/]

Asphalt Binder Grade	# Wheel Passes	Max Rut Depth in. (mm)
PG 76-XX	20,000	1/2 in. (12.5 mm)
PG 70-XX	15,000	1/2 in. (12.5 mm)
PG 64-XX	10,000	1/2 in. (12.5 mm)
PG 58-XX		

1/ Loose WMA shall be oven aged at 270 ± 5 °F (132 ± 3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Table 2. Tensile Strength Requirements

Asphalt Binder Grade	Tensile Strength psi (kPa)	
	Minimum	Maximum
PG 76-XX	80 (552)	200 (1379)
PG 70-XX		
PG 64-XX	60 (414)	200 (1379)"
PG 58-XX		

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

"At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

"Warm mix technologies shall be as follows.

(1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).

(2) Upon completion of the start-up, WMA production shall cease. The Contractor may revert to HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer."

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

"During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein."

Quality Control/Quality Assurance Testing.
Revise the table in Article 1030.05(d)(2)a. of the Standard Specifications to read:

Parameter	Frequency of Tests High ESAL Mixture Low ESAL Mixture	Frequency of Tests All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Aggregate Gradation % passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm) Note 1.	1 washed ignition oven test on the mix per half day of production Note 4.	1 washed ignition oven test on the mix per day of production Note 4.	Illinois Procedure
Asphalt Binder Content by Ignition Oven Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308

VMA Note 3.	Day's production ≥ 1200 tons: 1 per half day of production	N/A	Illinois-Modified AASHTO R 35
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids Bulk Specific Gravity of Gyratory Sample Note 5.	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons: 1 per half day of production	1 per day	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons: 1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600 µm) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The G_{sb} used in the voids in the mineral aggregate (VMA) calculation shall be the same average G_{sb} value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

Note 5. The WMA compaction temperature for mixture volumetric testing shall be 270 ± 5 °F (132 ± 3 °C) for quality control testing. The WMA compaction temperature for quality assurance testing will be 270 ± 5 °F (132 ± 3 °C) if the mixture is not allowed to cool to room temperature.

If the mixture is allowed to cool to room temperature it shall be reheated to standard HMA compaction temperatures."

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

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

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

WORKING DAYS (BDE)
Effective: January 1, 2002

The Contractor shall complete the work within **255** working days.

BITUMINOUS MATERIALS COST ADJUSTMENTS (BDE) (RETURN FORM WITH BID)
Effective: November 2, 2006 Revised: January 1, 2012

Description. Bituminous material cost adjustments will be made to provide additional compensation to the Contractor, or credit to the Department, for fluctuations in the cost of bituminous materials when optioned by the Contractor. The adjustments shall apply to permanent and temporary hot-mix asphalt (HMA) mixtures, bituminous surface treatments (cover and seal coats), and preventative maintenance type surface treatments. The adjustments shall not apply to bituminous prime coats, tack coats, crack filling/sealing, or joint filling/sealing.

The bidder shall indicate on the attached form whether or not this special provision will be part of the contract and submit the completed form with his/her bid. Failure to submit the form, or failure to fill out the form completely, shall make this contract exempt of bituminous materials cost adjustments.

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

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

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

For HMA mixtures measured in square yards: Q, tons = A x D x (G_{mb} x 46.8) / 2000. For HMA mixtures measured in square meters: Q, metric tons = A x D x (G_{mb} x 24.99) / 1000. When computing adjustments for full-depth HMA pavement, separate calculations will be made for the binder and surface courses to account for their different G_{mb} and % AC_V.

For bituminous materials measured in gallons: Q, tons = V x 8.33 lb/gal x SG / 2000
For bituminous materials measured in liters: Q, metric tons = V x 1.0 kg/L x SG / 1000

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

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

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

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR BITUMINOUS MATERIALS COST ADJUSTMENTS

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

Contract No.: _____

Company Name:_____

Contractor's Option:

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

Yes ☐ No ☐

Signature: _____ **Date:** _____

FUEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)
Effective: April 1, 2009 Revised: July 1, 2009

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

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

(a) Categories of Work.

(1) Category A: Earthwork. Contract pay items performed under Sections 202, 204, and 206 including any modified standard or nonstandard items where the character of the work to be performed is considered earthwork. The cumulative total of all applicable item plan quantities shall exceed 25,000 cu yd (20,000 cu m). Included in the fuel usage factor is a weighted average 0.10 gal/cu yd (0.50 liters/cu m) factor for trucking.

(2) Category B: Subbases and Aggregate Base Courses. Contract pay items constructed under Sections 311, 312 and 351 including any modified standard or nonstandard items where the character of the work to be performed is considered construction of a subbase or aggregate, stabilized or modified base course. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is a 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(3) Category C: Hot-Mix Asphalt (HMA) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 355, 406, 407 and 482 including any modified standard or nonstandard items where the character of the work to be performed is considered HMA bases, pavements and shoulders. The cumulative total of all applicable item plan quantities shall exceed 5000 tons (4500 metric tons). Included in the fuel usage factor is 0.60 gal/ton (2.50 liters/metric ton) factor for trucking.

(4) Category D: Portland Cement Concrete (PCC) Bases, Pavements and Shoulders. Contract pay items constructed under Sections 353, 420, 421 and 483 including any modified standard or nonstandard items where the character of the work to be performed is considered PCC base, pavement or shoulder. The cumulative total of all applicable item plan quantities shall exceed 7500 sq yd (6000 sq m). Included in the fuel usage factor is 1.20 gal/cu yd (5.94 liters/cu m) factor for trucking.

(5) Category E: Structures. Structure items having a cumulative bid price that exceeds $250,000 for pay items constructed under Sections 502, 503, 504, 505, 512, 516 and 540 including any modified standard or nonstandard items where the character of the work to be performed is considered structure work when similar to that performed under these sections and not included in categories A through D.

(b) Fuel Usage Factors.

English Units

Category	Factor	Units
A - Earthwork	0.34	gal / cu yd
B – Subbase and Aggregate Base courses	0.62	gal / ton
C – HMA Bases, Pavements and Shoulders	1.05	gal / ton
D – PCC Bases, Pavements and Shoulders	2.53	gal / cu yd
E – Structures	8.00	gal / $1000

Metric Units

Category	Factor	Units
A - Earthwork	1.68	liters / cu m
B – Subbase and Aggregate Base courses	2.58	liters / metric ton
C – HMA Bases, Pavements and Shoulders	4.37	liters / metric ton
D – PCC Bases, Pavements and Shoulders	12.52	liters / cu m
E – Structures	30.28	liters / $1000

(c) Quantity Conversion Factors.

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

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

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

Where: CA = Cost Adjustment, $
FPI_P = Fuel Price Index, as published by the Department for the month the work is performed, $/gal ($/liter)
FPI_L = Fuel Price Index, as published by the Department for the month prior to the letting, $/gal ($/liter)
FUF = Fuel Usage Factor in the pay item(s) being adjusted
Q = Authorized construction Quantity, tons (metric tons) or cu yd (cu m)

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

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

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

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

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

Return With Bid

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR FUEL COST ADJUSTMENT

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

Contract No.: _____

Company Name:_____

Contractor's Option:

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

Category A Earthwork.	Yes	☐
Category B Subbases and Aggregate Base Courses	Yes	☐
Category C HMA Bases, Pavements and Shoulders	Yes	☐
Category D PCC Bases, Pavements and Shoulders	Yes	☐
Category E Structures	Yes	☐

Signature: _____ **Date:** _____

STEEL COST ADJUSTMENT (BDE) (RETURN FORM WITH BID)
Effective: April 2, 2004 Revised: April 1, 2009

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

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

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

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

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

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

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

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

SCA = Q X D

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

$D = MPI_M - MPI_L$

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

MPI_L = The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

OPTION FOR STEEL COST ADJUSTMENT

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

Contract No.: _____

Company Name:_____

Contractor's Option:

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

Metal Piling	Yes	☐
Structural Steel	Yes	☐
Reinforcing Steel	Yes	☐
Dowel Bars, Tie Bars and Mesh Reinforcement	Yes	☐
Guardrail	Yes	☐
Steel Traffic Signal and Light Poles, Towers and Mast Arms	Yes	☐
Metal Railings (excluding wire fence)	Yes	☐
Frames and Grates	Yes	☐

Signature: _____ **Date:** _____

STORM WATER POLLUTION PREVENTION PLAN

Illinois Department of Transportation

Storm Water Pollution Prevention Plan

Route	FAP 331	Marked Rte.	IL Route 13
Section	(1X-1) VB-1, B-1, N-4, R-3	Project No.	
County	WILLIAMSON	Contract No.	98859

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) 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.

OMER OSMAN
Print Name

REGIONAL ENGINEER
Title

IDOT REGION 5- - DISTRICT 9
Agency

Omer Osman
Signature

2/5/12
Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The project consists of building structures to carry IL Route 13 over the BNSF Railway and Marathon Drive and adding a third lane in each direction on IL Route 13 from west of Skyline Drive to East of Sinclair Drive in Marion, Williamson County, Illinois. The project also includes widening and reconstructing Skyline Drive from north of Banterra Drive to south of Bradford Lane. Additional improvements include reconstructing Marathon Drive from north of IL Route 13 to south of IL Route 13 and completing the connection to the Frontage Road. Approximate latitude is 37°44'41.76" N and longitude is 88°58'41.52" W.

B. Provide a description of the construction activity which is the subject of this plan:

1. Utility adjustments and protection
2. Pavement removal
3. Earthwork operations including grading ditches, excavating earth material and placing embankment
4. Culvert construction
5. Pavement construction
6. Retaining wall (MSE) construction
7. Bridge construction
6. Storm sewer construction

C. Provide the estimated duration of this project:

26 months

D. The total area of the construction site is estimated to be 31.9 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 20 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.49

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

There were 5 soil types identified within the proposed area, as identified in a Custom Soil Resource report for the project site developed through an NRCS Web Soil Survey report. The five soil types are listed in their relative order of abundance at the site:

	Map Unit Name	Area	Ksat (erosivity) value
1.	Urban Land	10.9 acres	-
2.	Hoyleton silt loam, 0-2% slopes	5.1 acres	0.13
3.	Hoyleton silt loam, 2-5% slopes	4.1 acres	0.13
4.	Orthens, loamy, undulating	1.0 acres	0.40
5.	Hoyleton silt loam, 2-5% slopes, eroded	0.7 acres	0.13

G. Provide an aerial extent of wetland acreage at the site:

There is a .1+/- acre wetland site right of the centerline of IL Route 13 at Sta. 1760+00 as shown on the project plans. IDOT has provided wetland mitigation for the impact on this project.

H. Provide a description of potentially erosive areas associated with this project:

Potentially erosive areas include the proposed roadway foreslopes, the median ditch leading up to the IL Route 13 bridges crossing the BNSF Railway and Marathon Drive, and the staged slope between the proposed eastbound lanes and existing westbound lanes.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

Soil disturbances includes earth excavation, embankment, and storm sewer installation throughout the project limits. Proposed slopes include slopes ranging from 1:3 (or 33%) to 1:6 (or 17%) with slope lengths of up to 80 feet. The stage construction slopes are 1:1.5 (or 67%) or flatter with fill heights up to 33 feet. The aforementioned slopes will be constructed primarily of borrow material.

J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.

K. Identify who owns the drainage system (municipality or agency) this project will drain into:

IDOT and the City of Marion own the drainage system this project drains into along with natural outlets that are outside the existing R.O.W. limits.

L. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

A tributary to Crab Orchard Creek.

M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

The entire project is to be protected by temporary erosion control measures.

N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

- ☐ Floodplain
- ☒ Wetland Riparian
- ☐ Threatened and Endangered Species
- ☐ Historic Preservation
- ☐ 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
- ☐ Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
- ☐ Applicable Federal, Tribal, State or Local Programs
- ☐ Other

1. 303(d) Listed receiving waters (fill out this section if checked above):

   a. The name(s) of the listed water body, and identification of all pollutants causing impairment:

   b. Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

   c. Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:

   d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

2. TMDL (fill out this section if checked above)

   a. The name(s) of the listed water body:

   b. Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:

   c. If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:

O. The following pollutants of concern will be associated with this construction project:

☒	Soil Sediment	☒	Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)
☒	Concrete	☒	Antifreeze / Coolants
☒	Concrete Truck Waste	☒	Waste water from cleaning construction equipment
☒	Concrete Curing Compounds	☒	Other (specify) Sanitary and restroom facilities
☒	Solid Waste Debris	☐	Other (specify)
☒	Paints	☐	Other (specify)
☒	Solvents	☐	Other (specify)
☒	Fertilizers / Pesticides	☐	Other (specify)

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

A. Erosion and Sediment Controls

1. **Stabilized Practices:** Provided below is a description of interim and permanent stabilization practices, including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

   Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as practicable thereafter.

   The following stabilization practices will be used for this project:

☒	Preservation of Mature Vegetation	☒	Erosion Control Blanket / Mulching
☐	Vegetated Buffer Strips	☐	Sodding
☒	Protection of Trees	☐	Geotextiles
☒	Temporary Erosion Control Seeding	☐	Other (specify)
☒	Temporary Turf (Seeding, Class 7)	☐	Other (specify)
☒	Temporary Mulching	☐	Other (specify)
☒	Permanent Seeding	☐	Other (specify)

Describe how the stabilization practices listed above will be utilized during construction:

1. Preservation of Mature Vegetation will be used throughout the project duration. The Contractor shall take whatever precautions necessary to limit the amount of vegetation removed by construction operations, protect vegetation outside the limits of construction from damage and remove only vegetation necessary for completion of the project.

2. Protection of trees will be used throughout the project duration. The Contractor shall take whatever precautions necessary to limit the amount of trees removed by construction operations, protect trees not marked for removal from damage and remove only those trees marked.

3. Temporary Erosion Control Seeding, Temporary Turf (Seeding, Class 7), and Temporary Mulching will be used as a temporary erosion control method when permanent seeding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations.

4. Permanent seeding will be applied to all areas disturbed by construction immediately following the finished grading. Erosion Control blankets will be installed over fill slopes which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seed to germinate properly. Mulch, Method 2 will be used on relatively flat areas.

5. Erosion Control Blanket will be placed on all areas designated in the plans that were hydraulically determined to have flow velocities and shear stress that exceeds the maximum for seeding alone.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Any disturbed area not at finished grade or areas that are at finish grade during times outside the specified permanent seeding dates which will remain inactive for more than 14 days, will be temporarily mulched or temporarily seeded with temporary turf (Seeding, Class 7) or temporary erosion control seeding no more than 7 days following the day activity ceases. Permanent seeding and mulch or erosion control blanket will be applied within 7 days to areas that are completed within the specified seeding dates, and to completed areas that received a temporary measure due to being finished outside the allowable seeding dates.

2. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

☒	Perimeter Erosion Barrier	☒	Rock Outlet Protection
☒	Temporary Ditch Check	☒	Riprap
☒	Storm Drain Inlet Protection	☐	Gabions
☐	Sediment Trap	☐	Slope Mattress
☒	Temporary Pipe Slope Drain	☐	Retaining Walls
☒	Temporary Sediment Basin	☒	Slope Walls
☐	Temporary Stream Crossing	☐	Concrete Revetment Mats
☐	Stabilized Construction Exits	☐	Level Spreaders
☐	Turf Reinforcement Mats	☐	Other (specify)
☐	Permanent Check Dams	☐	Other (specify)
☐	Permanent Sediment Basin	☐	Other (specify)
☒	Aggregate Ditch	☐	Other (specify)
☐	Paved Ditch	☐	Other (specify)

Describe how the structural practices listed above will be utilized during construction:

1. Perimeter Erosion Barrier is used to prevent sediment loss by sheet flow. This item is to be placed as shown on the plans.

2. Temporary ditch checks will be used to slow down the velocity of water as concentrated flow to prevent erosion or scour of the ditches and drainage ways. These are to be placed as shown in the plans.

3. Inlet and Pipe Protection is to be placed at all inlets constructed below existing grade and at the upstream end of all culverts receiving drainage from disturbed areas, thereby controlling the loss of sediment from the job site. These are to be placed as shown in the plans.

4. Temporary Pipe Slope Drains. Temporary Pipe Slope drains are to be placed on the larger, more steep slopes to intercept runoff and divert it over newly graded areas until permanent vegetation is established. These are to be placed as shown on the plans.

5. Temporary Sediment Basins are to be placed at the downstream end of the major drainage outlets to capture water borne silt and prevent it from exiting the construction area. These are to be placed as shown in the plans.

6. Rock Outlet Protection is to be placed at the downstream end of all drainage outlets for erosion protection and sediment control. This is to be placed as shown in the plans.

7. Riprap is to be placed at pipe inlets and outlets with the potential for excess turbulence or erosion. This is to be placed as shown in the plans.

8. Concrete slope walls will be constructed under the IL Route 13 bridges over the BNSF Railway to stabilize the slopes since establishing vegetation under the bridges is not feasible.

9. Maintenance will be required for all temporary erosion control devices throughout the construction period.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Once permanent turf has been establish to the satisfaction of the Engineer, all temporary erosion control measures shall be removed. Rock outlet protection, slope wall, and rip rap are considered as permanent protection and will require regular monitoring to verify their condition and periodic maintenance to ensure they continue to work as designed.

3. **Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

   a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

      The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

   b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of storm water management controls:

1. Permanent seeding will be used on all areas that have been hydraulically determined to have flow velocities and shear stress below levels that would cause erosion and scour.

2. Erosion Control Blanket will be placed within 24 hours of applying permanent seeding on all ditches and slopes that have been hydraulically determined to have flow velocities and shear stress above levels allowable for seeding alone. This will prevent erosion and scour.

3. Stone Riprap will be utilized at pipe inlets and outlets with the potential for excess velocity and that exhibit conditions which may cause erosion. Stone Riprap will be used in ditches that have been hydraulically determined to have flow velocities and shear stress above levels allowable for erosion control blanket.

4. Temporary ditch checks will be used to limit concentrated flow velocities to prevent erosion and allow siltation of suspended load along ditches and drainage ways.

5. Perimeter Erosion Barrier is used to check flow velocity to reduce erosion and prevent sediment loss by sheet flow. This item is to be placed as shown on the plans.

6. Temporary Pipe Slope Drains are used on relatively long, steep slopes to intercept and convey drainage which may create erosion on slopes that have not yet achieved final stabilization.

4. **Approved State or Local Laws:** The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the 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:

   None.

5. **Contractor Required Submittals:** Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.

   a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:

      - Approximate duration of the project, including each stage of the project
      - Rainy season, dry season, and winter shutdown dates
      - Temporary stabilization measures to be employed by contract phases
      - Mobilization timeframe
      - Mass clearing and grubbing/roadside clearing dates
      - Deployment of Erosion Control Practices
      - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
      - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
      - Paving, saw-cutting, and any other pavement related operations
      - Major planned stockpiling operations
      - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
      - Permanent stabilization activities for each area of the project

   b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:

      - Vehicle Entrances and Exits – Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
      - Material Delivery, Storage and Use – Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
      - Stockpile Management – Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
      - Waste Disposal – Discuss methods of waste disposal that will be used for this project.

- Spill Prevention and Control – Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
- Concrete Residuals and Washout Wastes – Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
- Litter Management – Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
- Vehicle and Equipment Fueling – Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Vehicle and Equipment Cleaning and Maintenance – Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
- Additional measures indicated in the plan.

III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

1. Seeding - Permanent seeding will be applied to all areas disturbed by construction immediately following the finished grading. Temporary Turf (Seeding, Class 7) and temporary erosion control seeding will be used as a temporary erosion control method when permanent seeding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations

2. Perimeter Erosion Barrier – Any barrier not performing to specification or that has become damaged or knocked down will be repaired immediately throughout the duration of the project.

3. Sediment Basins - Maintenance of sediment basins will be as directed by the Engineer and shall include the removal of trapped sediment from the basins when the basin reaches 75% of the design depth of dead storage.

4. Temporary Ditch Checks – Sediment will be removed as necessary to ensure the ditch checks function properly. Ditch checks will be repaired or replaced if damaged.

5. Inlet & Pipe Protection – Any inlet protection barriers not performing to specification or that become plugged with silt or sediment will be repaired or replaced as necessary to ensure the pipes function and drain properly.

IV Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: epa.swnoncomp@illinois.gov, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA 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 non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency
Division of Water Pollution Control
Attn: Compliance Assurance Section
1021 North Grand East
Post Office Box 19276
Springfield, Illinois 62794-9276

V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

Illinois Department of Transportation

Contractor Certification Statement

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.5 of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	FAP 331	Marked Rte.	IL Route 13
Section	(1X-1) VB-1, B-1, N-4, R-3	Project No.	
County	WILLIAMSON	Contract No.	98859

This certification statement is a part of the SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

☐ Contractor

☐ Sub-Contractor

Print Name	Signature
Title	Date
Name of Firm	Telephone
Street Address	City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.5. of the SWPPP:

PROJECT LABOR AGREEMENT - QUARTERLY EMPLOYMENT REPORT

Public Act 97-0199 requires the Department to submit quarterly reports regarding the number of minorities and females employed under Project Labor Agreements. To assist in this reporting effort, the Contractor shall provide a quarterly workforce participation report for all minority and female employees working under the project labor agreement of this contract. The data shall be reported on Construction Form BC 820, Project Labor Agreement (PLA) Workforce Participation Quarterly Reporting Form available on the Department's website http://www.dot.il.gov/const/conforms.html.

The report shall be submitted no later than the 15th of the month following the end of each quarter (i.e. April 15 for the January – March reporting period). The form shall be emailed to DOT.PLA.Reporting@illinois.gov or faxed to (217) 524-4922.

Any costs associated with complying with this provision shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

Illinois Department of Transportation
PROJECT LABOR AGREEMENT

This Project Labor Agreement ("PLA") is entered into this _____ day of _____, by and between the Illinois Department of Transportation ("IDOT" or "Department") in its proprietary capacity, and each relevant Illinois AFL-CIO Building Trades Council made signatory hereto by the Illinois AFL-CIO Statewide Project Labor Agreement Committee on behalf of itself and each of its affiliated members (individually and collectively, the "Union"). This PLA shall apply to Construction Work (as defined herein) to be performed by IDOT's Prime Contractor and each of its relevant subcontractors of whatever tier ("Subcontractor" or "Subcontractors") on Contract 98859 (hereinafter, the "Project").

ARTICLE 1 - INTENT AND PURPOSES

1.1. This PLA is entered into in furtherance of Illinois Executive Order No. 2010-03 and P.A. 097-0199. It is mutually understood and agreed that the terms and conditions of this PLA are intended to promote the public interest in obtaining timely and economical completion of the Project by encouraging productive and efficient construction operations; by establishing a spirit of harmony and cooperation among the parties; and by providing for peaceful and prompt settlement of any and all labor grievances or jurisdictional disputes of any kind without strikes, lockouts, slowdowns, delays or other disruptions to the prosecution of the work.

1.2. As a condition of the award of the contract for performance of work on the Project, IDOT's Prime Contractor and each of its Subcontractors shall be required to sign a "Contractor Letter of Assent", in the form attached hereto as Exhibit A, prior to commencing Construction Work on the Project. Each Union affiliate and separate local representing workers engaged in Construction Work on the Project in accordance with this PLA are bound to this agreement by the Illinois AFL-CIO Statewide Project Labor Agreement Committee which is the central committee established with full authority to negotiate and sign PLAs with the State on behalf of all respective crafts. Upon their signing the Letter of Assent, the Prime Contractor, each Subcontractor, and the individual Unions shall thereafter be deemed a party to this PLA. No party signatory to this PLA shall, contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract for the performance of Construction Work for the Project to any person, firm, company or entity that does not agree in writing to become bound by the terms of this PLA prior to commencing such work.

1.3. It is understood that the Prime Contractor(s) and each Subcontractor will be considered and accepted by the Unions as separate employers for the purposes of collective bargaining, and it is further agreed that the employees working under this PLA shall constitute a bargaining unit separate and distinct from all others. The Parties hereto also agree that this PLA shall be applicable solely with respect to this Project, and shall have no bearing on the interpretation of any other collective bargaining agreement or as to the recognition of any bargaining unit other than for the specific purposes of this Project.

1.4. In the event of a variance or conflict, whether explicit or implicit, between the terms and conditions of this PLA and the provisions of any other applicable national, area, or local collective bargaining agreement, the terms and conditions of this PLA shall supersede and control.

For any work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of the International Union of Elevator Constructors, and for any instrument calibration work and loop checking performed under the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, the preceding sentence shall apply only with respect to Articles I, II, V, VI, and VII.

1.5. Subject to the provisions of paragraph 1.4 of this Article, it is the parties' intent to respect the provisions of any other collective bargaining agreements that may now or hereafter pertain, whether between the Prime Contractor and one or more of the Unions or between a Subcontractor and one or more of the Unions. Accordingly, except and to the extent of any contrary provision set forth in this PLA, the Prime Contractor and each of its Subcontractors agrees to be bound and abide by the terms of the following in order of precedence: (a) the applicable collective bargaining agreement between the Prime Contractor and one or more of the Unions made signatory hereto; (b) the applicable collective bargaining agreement between a Subcontractor and one or more of the Unions made signatory hereto; or (c) the current applicable area collective bargaining agreement for the relevant Union that is the agreement certified by the Illinois Department of Labor for purposes of establishing the Prevailing Wage applicable to the Project. The Union will provide copies of the applicable collective bargaining agreements pursuant to part (c) of the preceding sentence to the Prime Contractor. Assignments by the Contractors amongst the trades shall be consistent with area practices; in the event of unresolved disagreements as to the propriety of such assignments, the provisions of Article VI shall apply.

1.6. Subject to the limitations of paragraphs 1.4 and 1.5 of this Article, the terms of each applicable collective bargaining agreement as determined in accordance with paragraph 1.5 are incorporated herein by reference, and the terms of this PLA shall be deemed incorporated into such other applicable collective bargaining agreements only for purposes of their application to the Project.

1.7. To the extent necessary to comply with the requirements of any fringe benefit fund to which the Prime Contractor or Subcontractor is required to contribute under the terms of an applicable collective bargaining agreement pursuant to the preceding paragraph, the Prime Contractor or Subcontractor shall execute all "Participation Agreements" as may be reasonably required by the Union to accomplish such purpose; provided, however, that such Participation Agreements shall, when applicable to the Prime Contractor or Subcontractor solely as a result of this PLA, be amended as reasonably necessary to reflect such fact. Upon written notice from any applicable fringe benefit fund, IDOT will withhold from the Prime Contractor payment of any delinquencies arising from this Project.

1.8. In the event that the applicable collective bargaining agreement between a Prime Contractor and the Union or between the Subcontractor and the Union expires prior to the completion of this Project, the expired applicable contract's terms will be maintained until a new applicable collective bargaining agreement is ratified. The wages and fringe benefits included in any new applicable collective bargaining agreement will apply on and after the effective date of the newly negotiated collective bargaining agreement, except to the extent wage and fringe benefit retroactivity is specifically agreed upon by the relevant bargaining parties.

ARTICLE II – APPLICABILITY, RECOGNITION, AND COMMITMENTS

2.1 The term Construction Work as used herein shall include all "construction, prosecution, completion, or repair" work performed by a "laborer or mechanic" at the "site of the work" for the purpose of "building" the specific structures and improvements that constitute the Project. Terms appearing within quotation marks in the preceding sentence shall have the meaning ascribed to them pursuant to 29 CFR Part 5.

2.2 By executing the Letters of Assent, Prime Contractor and each of its Subcontractors recognizes the Unions signatory to this PLA as the sole and exclusive bargaining representatives for their craft employees employed on the jobsite for this Project. Unions who are signatory to this PLA will have recognition on the Project for their craft.

2.3 The Prime Contractor and each of its Subcontractors retains and shall be permitted to exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this PLA or by the terms and conditions of the applicable collective bargaining agreement.

2.4 Except to the extent contrary to an express provision of the relevant collective bargaining agreement, equipment or materials used in the Project may be pre-assembled or pre-fabricated, and there shall be no refusal by the Union to handle, transport, install, or connect such equipment or materials. Equipment or materials delivered to the job-site will be unloaded and handled promptly without regard to potential jurisdictional disputes; any such disputes shall be handled in accordance with the provisions of this PLA.

2.5 Unions commit to furnishing qualified and skilled craft persons as required by the Prime Contractor and its Subcontractors in fulfillment of their obligations to complete the Project. In order to promote the long-term development of a skilled and knowledgeable work force, the parties are encouraged to utilize apprentices to the maximum extent permitted by the applicable collective bargaining agreement.

2.6 The parties are mutually committed to promoting a safe working environment for all personnel at the job site. It shall be the responsibility of each employer to which this PLA applies to provide and maintain safe working conditions for its employees, and to comply with all applicable federal, state, and local health and safety laws and regulations.

2.7 The use or furnishing of alcohol or drugs and the conduct of any other illegal activity at the job-site is strictly prohibited. The parties shall take every practical measure consistent with the terms of applicable collective bargaining agreements to ensure that the job-site is free of alcohol and drugs.

2.8 All parties to this PLA agree that they shall not discriminate against any employee based on race, creed, color, national origin, union activity, age, or gender as required by all applicable federal, state, and local laws.

2.9 The Parties hereto agree that engineering consultants and materials testing employees, to the extent subject to the terms of this PLA, shall be fully expected to objectively and responsibly perform their duties and obligations owed to the Department without regard to the potential union affiliation of such employees or of other employees on the Project.

ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the PLA and to promote harmony, a post-award pre-job conference will be held among the Prime Contractor, all Subcontractors and Union representatives prior to the start of any Construction Work on the Project. No later than the conclusion of such pre-job conference, the parties shall, among other matters, provide to one another contact information for their respective representatives (including name, address, phone number, facsimile number, e-mail). Nothing herein shall be construed to limit the right of the Department to discuss or explain the purpose and intent of this PLA with prospective bidders or other interested parties prior to or following its award of the job.

3.2 Representatives of the Prime Contractor and the Unions shall meet as often as reasonably necessary following award until completion of the Project to assure the effective implementation of this PLA.

3.3 Not less than once per month, Prime Contractor and all Subcontractors shall make available in writing to the Unions a Project status report that shall include, though not necessarily be limited to, planned activities for the next 30 day period and estimated numbers of employees by craft required for the next 30 day period. The purpose of this Project status report is to promote effective workforce planning and to facilitate resolution of any potential jurisdictional or other problems.

3.4 Not later than the earlier of (a) five business days following the pre-job conference, or (b) commencement of Construction Work, the Unions and Prime Contractor (on behalf of itself and all its subcontractors of whatever tier) shall confer and jointly designate a slate of three (3) permanent arbitrators (each a “Permanent Arbitrator”) for the purpose of hearing disputes pursuant to Articles V and VII of this PLA. The slate of Permanent Arbitrators shall be selected from among the following individuals: Thomas F. Gibbons, Robert Perkovich, Byron Yaffee, and Glenn A. Zipp. In the event that the Unions and Prime Contractor are not able to agree on a full slate of three Permanent Arbitrators, the Department, after consultation with the Unions and Prime Contractor, shall designate such additional Permanent Arbitrators as may be necessary to establish the full slate. A single Permanent Arbitrator shall be selected from the slate of three on a rotating basis to adjudicate each arbitrable matter as it arises. In the event a Permanent Arbitrator is not available to adjudicate a particular matter in the order of rotation, the arbitration assignment shall pass to the next available Permanent Arbitrator.

ARTICLE IV - HOURS OF WORK AND GENERAL CONDITIONS

4.1 The standard work day for Construction Work on the Project shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time shall be established at the pre-job conference, and shall be applicable to all craft employees on the Project unless otherwise expressly agreed in writing. In the event Project site or other job conditions dictate a change in the established starting time and/or a staggered lunch period for portions of the Project or for specific crafts, the Prime Contractor, relevant Subcontractors and business managers of the specific crafts involved shall confer and mutually agree to such changes as appropriate.

If proposed work schedule changes cannot be mutually agreed upon between the parties, the hours fixed at the time of the pre-job meeting shall prevail.

4.2 Shift work may be established and directed by the Prime Contractor or relevant Subcontractor as reasonably necessary or appropriate to fulfill the terms of its contract with the Department. If used, shift hours, rates and conditions shall be as provided in the applicable collective bargaining agreement.

4.3 The parties agree that chronic and/or unexcused absenteeism is undesirable and must be controlled in accordance with procedures established by the applicable collective bargaining agreement. Any employee disciplined for absenteeism in accordance with such procedures shall be suspended from all work on the Project for not less than the maximum period permitted under the applicable collective bargaining agreement.

4.4 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, employment begins and ends at the Project site; employees shall be at their place of work at the starting time; and employees shall remain at their place of work until quitting time.

4.5 Except as may be otherwise expressly provided by the applicable collective bargaining agreement, there shall be no limit on production by workmen, no restrictions on the full use of tools or equipment, and no restrictions on efficient use of manpower or techniques of construction other than as may be required by safety regulations.

4.6 The parties recognize that specialized or unusual equipment may be installed on the Project. In such cases, the Union recognizes the right of the Prime Contractor or Subcontractor to involve the equipment supplier or vendor's personnel in supervising the setting up of the equipment, making modifications and final alignment, and performing similar activities that may be reasonably necessary prior to and during the start-up procedure in order to protect factory warranties. The Prime Contractor or Subcontractor shall notify the Union representatives in advance of any work at the job-site by such vendor personnel in order to promote a harmonious relationship between the equipment vendor's personnel and other Project employees.

4.7 For the purpose of promoting full and effective implementation of this PLA, authorized Union representatives shall have access to the Project job-site during scheduled work hours. Such access shall be conditioned upon adherence to all reasonable visitor and security rules of general applicability that may be established for the Project site at the pre-job conference or from time to time thereafter.

ARTICLE V - GRIEVANCE AND ARBITRATION PROCEDURES

5.1 Except as provided in Articles VI or VII, it is specifically agreed among the parties that any grievance or dispute arising out of the interpretation or application of this PLA shall be settled by means of the expedited arbitration process set forth in Paragraph 5.2 below. No such grievance or dispute shall be recognized unless called to the attention of the Prime Contractor and relevant Subcontractor by the Union or to the Union by the Prime Contractor or relevant Subcontractor within five (5) working days after the alleged violation was committed or discovered by the grieving party.

5.2 Grievances shall be settled according to the following procedure:

5.2.A. Step 1. The dispute shall be referred to the Steward of the craft union involved and a representative of the Prime Contractor and relevant Subcontractor at the job-site.

5.2.B. Step 2. In the event that the Steward and the contractors' representatives at the job-site cannot reach agreement within two (2) working days after a meeting is arranged and held, the matter shall be referred to the Union Business Manager and to executive representatives of the Prime Contractor and relevant Subcontractor.

5.2.C. Step 3. In the event the dispute is not resolved within five (5) working days after completion of Step 2, the relevant parties shall request a Permanent Arbitrator as determined in accordance with paragraph 3.4 of this PLA, who shall, within ten (10) working days, hear the grievance and make a written decision. Such decisions shall be final and binding on all parties. The parties shall each pay the expense of their own representative. The expense of the Permanent Arbitrator shall be divided equally between (1) the Prime Contractor and/or relevant Subcontractor, and (2) the involved Union.

5.3 Any failure of a party to comply fully with such final and binding decision of the Permanent Arbitrator may result in removal of the non-complying party from the site, in a holdback from the Prime Contractor or Subcontractor of any amounts awarded, or in such other relief as the Department may reasonably determine is necessary to promote final resolution of the dispute.

5.4 In the event any dispute or grievance should arise, the parties expressly agree that it shall be resolved without occurrence of any strike, work stoppage, slow-down or other prohibited activities as provided in Article VII of this PLA. Individuals or parties violating this section shall be subject to immediate discharge or other discipline.

ARTICLE VI - JURISDICTIONAL DISPUTES

6.1 As used in this Agreement, the term "jurisdictional dispute" shall be defined as any dispute, difference or disagreement involving the assignment of particular work to one class or craft of employees rather than to a different class or craft of employees, regardless of that Contractor's contractual relationship to any other employer, contractor, or organization on the site.

6.2 It is agreed by and between the parties to this Agreement that any and all jurisdictional disputes shall be resolved in the following manner; each of the steps hereinafter listed shall be initiated by the parties in sequence as set forth:

(a) Negotiation by and between the Local Business Representative of the disputing Union and Employer shall take place within two (2) business days. Business days are defined as Monday through Friday excluding contract holidays. Such negotiations shall be pursued until it is apparent that the dispute cannot be resolved at the local level.

(b) The International Representatives of the disputing Union shall meet or confer and attempt to resolve said dispute. This meeting shall take place within two (2) business days.

Business days are defined as Monday through Friday excluding contract holidays.

(c) The parties to the Jurisdictional Dispute shall submit the dispute directly to an Arbitrator after complying with paragraph (2b) above. The parties shall meet with the Arbitrator within three (3) business days. Business days are defined as Monday through Friday excluding contract holidays. An Arbitrator will be selected based on availability from the slate of permanent Arbitrators. The Arbitrator's bench decision will be given the day of the hearing and will be final and legally binding on this project only. The Arbitrator's bench decision will be implemented without delay. The cost of Arbitration will be shared equally by the disputing parties. Any party to the dispute can require that a "long form" written decision be provided from the Arbitrator, however the cost of the "long form" written decision will be the responsibility of the party making the request.

Notes:

- A jurisdictional dispute may be submitted based upon a pre-job assignment.
- If any party to the jurisdictional disputes does not fully comply with the steps and time limits with each step, then the party in non-compliance will lose by "automatic default".
- Time limits at any step can be extended if all parties to the jurisdictional dispute mutually agree in writing.
- All parties to a jurisdictional dispute can mutually agree to waive the time limits in steps (a) and (b) and proceed directly to an expedited arbitration hearing.

(d) In rendering his decision, the Arbitrator shall determine:

(1) First whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National or International Unions to the dispute governs;

(2) Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider whether there is a previous decision of record governing the case;

(3) If the Arbitrator finds that a previous decision of record governs the case, the Arbitrator shall apply the decision of record in rendering his decision except under the following circumstances. After notice to the other parties to the dispute prior to the hearing that it intends to challenge the decision of record, if a trade challenging the decision of record is able to demonstrate that the recognized and established prevailing practice in the locality of the work has been contrary to the applicable decision of record, and that historically in that locality the work in dispute has not been performed by the other craft or crafts, the Arbitrator may rely on such prevailing practice rather than the decision of record.

If the craft relying on the decision of record demonstrates that it has performed the work in dispute in the locality of the job, then the Arbitrator shall apply the decision of record in rendering his decision. If the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wagers or by the use of vertical agreements, the Arbitrator shall rely on the decision of record rather than the prevailing practice in the locality.

(4) If no decision of record is applicable, the Arbitrator shall then consider the established trade practice in the industry and prevailing practice in the locality; and

(5) Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interest of the consumer or the past practice of the employer shall not be ignored.

The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

(6) Agreements of record are applicable only to the party's signatory to such agreements. Decisions of record are applicable to all trades.

(7) The Arbitrator is not authorized to award back pay or any other damages for a mis-assignment of work. Nor may any party bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

6.3 The signatory parties to this Agreement agree that jurisdictional disputes cannot and shall not interfere with the efficient and continuous operations required for the successful application of this Agreement. In the event a dispute arises, the Contractor's assignment shall be followed until the dispute is resolved.

6.4 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply the Union with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

6.5 All signatory affiliates agree that upon request, a representative shall be assigned without delay to attempt a settlement in the event of a question on assignments.

ARTICLE VII - WORK STOPPAGES AND LOCKOUTS

7.1 During the term of this PLA, no Union or any of its members, officers, stewards, employees, agents or representatives shall instigate, support, sanction, maintain, or participate in any strike, picketing, walkout, work stoppage, slow down or other activity that interferes with the routine and timely prosecution of work at the Project site or at any other contractor's or supplier's facility that is necessary to performance of work at the Project site. Hand billing at the Project site during the designated lunch period and before commencement or following conclusion of the established standard workday shall not, in itself, be deemed an activity that interferes with the routine and timely prosecution of work on the Project.

7.2 Should any activity prohibited by paragraph 7.1 of this Article occur, the Union shall undertake all steps reasonably necessary to promptly end such prohibited activities. No Union complying with its obligations under this Article shall be liable for acts of employees for which it has no responsibility or for the unauthorized acts of employees it represents. Any employee who participates in or encourages any activity prohibited by paragraph 7.1 shall be immediately suspended from all work on the Project for a period equal to the greater of (a) 60 days; or (b) the maximum disciplinary period allowed under the applicable collective bargaining agreement for engaging in comparable unauthorized or prohibited activity.

7.3 During the term of this PLA, the Prime Contractor and its Subcontractors shall not engage in any lockout at the Project site of employees covered by this Agreement.

7.4 Upon notification of violations of this Article, the principal officer or officers of the local area Building and Construction Trades Council, and the Illinois AFL-CIO Statewide Project Labor Agreement Committee as appropriate, will immediately instruct, order and use their best efforts to cause the affiliated union or unions to cease any violations of this Article. A Trades Council and the Committee otherwise in compliance with the obligations under this paragraph shall not be liable for unauthorized acts of its affiliates.

7.5 In the event that activities in violation of this Article are not immediately halted through the efforts of the parties, any aggrieved party may invoke the special arbitration provisions set forth in paragraph 7.6 of this Article.

7.6 Upon written notice to the other involved parties by the most expeditious means available, any aggrieved party may institute the following special arbitration procedure when a breach of this Article is alleged:

7.6.A The party invoking this procedure shall notify the individual designated as the Permanent Arbitrator pursuant to Article III of the nature of the alleged violation; such notice shall be by the most expeditious means possible. The initiating party may also furnish such additional factual information as may be reasonably necessary for the Permanent Arbitrator to understand the relevant circumstances. Copies of any written materials provided to the arbitrator shall also be contemporaneously provided by the most expeditious means possible to the party alleged to be in violation and to all other involved parties.

7.6.B Upon receipt of said notice the Permanent Arbitrator shall set and hold a hearing within twenty-four (24) hours if it is contended the violation is ongoing, but not before twenty-four (24) hours after the written notice to all parties involved as required above.

7.6.C The Permanent Arbitrator shall notify the parties by facsimile or any other effective written means, of the place and time chosen by the Permanent Arbitrator for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Permanent Arbitrator.

7.6.D The sole issue at the hearing shall be whether a violation of this Article has, in fact, occurred. An Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Permanent Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.

7.6.E Such Award may be enforced by any court of competent jurisdiction upon the filing of the Award and such other relevant documents as may be required. Facsimile or other hardcopy written notice of the filing of such enforcement proceedings shall be given to the other relevant parties. In a proceeding to obtain a temporary order enforcing the Permanent Arbitrator's Award as issued under this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Permanent Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

7.7 Individuals found to have violated the provisions of this Article are subject to immediate termination. In addition, IDOT reserves the right to terminate this PLA as to any party found to have violated the provisions of this Article.

7.8 Any rights created by statue or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.

7.9 The fees and expenses of the Permanent Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

ARTICLE VIII – MISCELLANEOUS

8.1 If any Article or provision of this PLA shall be declared invalid, inoperative or unenforceable by operation of law or by final non-appealable order of any tribunal of competent jurisdiction, such provision shall be deemed severed or limited, but only to the extent required to render the remaining provisions of this PLA enforceable consistent with the intent of the parties.

The remainder of this PLA or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

8.2 The term of this PLA shall commence as of and from the date of the notice of award to the Prime Contractor and shall end upon final acceptance by IDOT of all work on the Project by the parties hereto.

8.3 This PLA may not be changed or modified except by the subsequent written agreement of the parties. All parties represent that they have the full legal authority to enter into this PLA. This PLA may be executed by the parties in one or more counterparts.

8.4 Any liability arising out of this PLA shall be several and not joint. IDOT shall not be liable to any person or other party for any violation of this PLA by any other party, and no Contractor or Union shall be liable for any violation of this PLA by any other Contractor or Union.

8.5 The failure or refusal of a party to exercise its rights hereunder in one or more instances shall not be deemed a waiver of any such rights in respect of a separate instance of the same or similar nature.

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Execution Page

Illinois Department of Transportation

_____
William R. Frey, Interim Director of Highways

_____
Matthew R. Hughes, Director - Finance & Administration

_____
Ellen Schanzle-Haskins, Chief Counsel

_____ _____
Ann L. Schneider, Secretary (Date)

Illinois AFL-CIO Statewide Project Labor Agreement Committee, representing the local unions listed below:

_____ _____
(Date)

List Union Locals:

**** RETURN WITH BID ****

Exhibit A – Contractor Letter of Assent

_____
(Date)

To All Parties:

In accordance with the terms and conditions of the contract for Construction Work on [Contract 98859], this Letter of Assent hereby confirms that the undersigned Prime Contractor or Subcontractor agrees to be bound by the terms and conditions of the Project Labor Agreement established and entered into by the Illinois Department of Transportation in connection with said Project.

It is the understanding and intent of the undersigned party that this Project Labor Agreement shall pertain only to the identified Project. In the event it is necessary for the undersigned party to become signatory to a collective bargaining agreement to which it is not otherwise a party in order that it may lawfully make certain required contributions to applicable fringe benefit funds, the undersigned party hereby expressly conditions its acceptance of and limits its participation in such collective bargaining agreement to its work on the Project.

_____
(Authorized Company Officer)

_____
(Company)

**** RETURN WITH BID ****

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

ATTACHMENTS

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

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 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 listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-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 submitting payroll copies of all subcontractors.

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

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

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less 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 the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractors' 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 shall be the minimum paid by contractors and subcontractors to laborers and mechanics.

NOTICE

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

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

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

The instructions for subscribing are at http://www.dot.state.il.us/desenv/subsc.html.

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