

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, Insert 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

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RETURN WITH BID

| |
|-----------------------|
| 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. 93562
MACOUPIN County
Section 06-00088-00-BR
Route FAS 733 (Ch 20)
Project BRS-0733(110)
District 6 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

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

Prepared by

Checked by

F

(Printed by authority of the State of Illinois)

Page intentionally left blank

RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _____

Taxpayer Identification Number (Mandatory) _____

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

**Contract No. 93562
MACOUPIN County
Section 06-00088-00-BR
Project BRS-0733(110)
Route FAS 733 (Ch 20)
District 6 Construction Funds**

Project consists of the construction of a three span concrete deck bridge on welded steel plate girders having reinforced concrete integral abutments and solid reinforced concrete piers, approach roadway embankments, guardrails, the placement of stone riprap and HMA and all other incidental items to complete the work on FAU Route 733 (CH 20), 3 miles south of Standard City over Macoupin Creek.

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

RETURN WITH BID

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

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

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

Schedule of Combination Bids

| Combination No. | Sections Included in Combination | Combination Bid | |
|-----------------|----------------------------------|-----------------|-------|
| | | Dollars | Cents |
| | | | |
| | | | |
| | | | |
| | | | |

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

8. **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.

| | | | | | |
|-------------|------|------|----------------|------------------|---------|
| COUNTY NAME | CODE | DIST | SECTION NUMBER | PROJECT NUMBER | ROUTE |
| MACOUPIN | 117 | 06 | 06-00088-00-BR | BRS-0733/110/000 | FAS 733 |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| X0326301 | SET/DR PILES IN ROCK | EACH | 12.000 X | = | | | |
| X0327301 | RELOCATE EX MAILBOX | EACH | 1.000 X | = | | | |
| X2070304 | POROUS GRAN EMB SPEC | CU YD | 161.000 X | = | | | |
| X2501000 | SEEDING CL 2 SPL | ACRE | 1.100 X | = | | | |
| X2810808 | STONE DMP RIP C A4 SP | TON | 862.000 X | = | | | |
| X7010216 | TRAF CONT & PROT SPL | L SUM | 1.000 X | = | | | |
| Z0046304 | P UNDR FOR STRUCT 4 | FOOT | 150.000 X | = | | | |
| 20100110 | TREE REMOV 6-15 | UNIT | 45.000 X | = | | | |
| 20200100 | EARTH EXCAVATION | CU YD | 914.000 X | = | | | |
| 20300100 | CHANNEL EXCAVATION | CU YD | 945.000 X | = | | | |
| 20400800 | FURNISHED EXCAVATION | CU YD | 1,121.000 X | = | | | |
| 28000250 | TEMP EROS CONTR SEED | POUND | 110.000 X | = | | | |
| 28000305 | TEMP DITCH CHECKS | FOOT | 40.000 X | = | | | |
| 28000400 | PERIMETER EROS BAR | FOOT | 299.000 X | = | | | |
| 28300400 | AGGREGATE DITCH | TON | 632.000 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 31101000 | SUB GRAN MAT B | TON | 27.000 X | = | | | |
| 35100100 | AGG BASE CSE A | TON | 673.000 X | = | | | |
| 40600100 | BIT MATLS PR CT | GALLON | 440.000 X | = | | | |
| 40603080 | HMA BC IL-19.0 N50 | TON | 165.000 X | = | | | |
| 40603310 | HMA SC "C" N50 | TON | 99.000 X | = | | | |
| 42001430 | BR APPR PVT CON (FLX) | SQ YD | 29.400 X | = | | | |
| 48203100 | HMA SHOULDERS | TON | 96.000 X | = | | | |
| 50100100 | REM EXIST STRUCT | EACH | 1.000 X | = | | | |
| 50200100 | STRUCTURE EXCAVATION | CU YD | 214.000 X | = | | | |
| 50201101 | COFFERDAM TYP 1 LOC 1 | EACH | 1.000 X | = | | | |
| 50201102 | COFFERDAM TYP 1 LOC 2 | EACH | 1.000 X | = | | | |
| 50300225 | CONC STRUCT | CU YD | 156.900 X | = | | | |
| 50300255 | CONC SUP-STR | CU YD | 417.700 X | = | | | |
| 50300260 | BR DECK GROOVING | SQ YD | 1,096.000 X | = | | | |
| 50300280 | CONCRETE ENCASEMENT | CU YD | 4.200 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|---------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 50300300 | PROTECTIVE COAT | SQ YD | 1,160.000 X | = | | | |
| 50500105 | F & E STRUCT STEEL | L SUM | 1.000 X | = | | | |
| 50500505 | STUD SHEAR CONNECTORS | EACH | 3,726.000 X | = | | | |
| 50800205 | REINF BARS, EPOXY CTD | POUND | 118,500.000 X | = | | | |
| 50800515 | BAR SPLICERS | EACH | 72.000 X | = | | | |
| 50800530 | MECHANICAL SPLICERS | EACH | 56.000 X | = | | | |
| 50901050 | STEEL RAILING TY SM | FOOT | 580.000 X | = | | | |
| 51201600 | FUR STL PILE HP12X53 | FOOT | 305.000 X | = | | | |
| 51201710 | FUR STL PILE HP12X84 | FOOT | 480.000 X | = | | | |
| 51202305 | DRIVING PILES | FOOT | 305.000 X | = | | | |
| 51203600 | TEST PILE ST HP12X53 | EACH | 2.000 X | = | | | |
| 51203710 | TEST PILE ST HP12X84 | EACH | 2.000 X | = | | | |
| 51500100 | NAME PLATES | EACH | 1.000 X | = | | | |
| 52100520 | ANCHOR BOLTS 1 | EACH | 48.000 X | = | | | |
| 542D1063 | P CUL CL D 2 18 | FOOT | 48.000 X | = | | | |

| ITEM NUMBER | PAY ITEM DESCRIPTION | UNIT OF MEASURE | QUANTITY | UNIT PRICE | | TOTAL PRICE | |
|-------------|-----------------------|-----------------|-------------|------------|-------|-------------|-----|
| | | | | DOLLARS | CENTS | DOLLARS | CTS |
| 54215553 | MET END SEC 18 | EACH | 2.000 X | = | = | = | = |
| 59100100 | GEOCOMPOSITE WALL DR | SQ YD | 76.000 X | = | = | = | = |
| 63100087 | TRAF BAR TERM T6A | EACH | 4.000 X | = | = | = | = |
| 63100167 | TR BAR TRM T1 SPL TAN | EACH | 4.000 X | = | = | = | = |
| 66600105 | FUR ERECT ROW MARKERS | EACH | 8.000 X | = | = | = | = |
| 67100100 | MOBILIZATION | L SUM | 1.000 X | = | = | = | = |
| 78001110 | PAINT PVT MK LINE 4 | FOOT | 1,040.000 X | = | = | = | = |
| 78201000 | TERMINAL MARKER - DA | EACH | 4.000 X | = | = | = | = |

TOTAL \$

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

RETURN WITH BID

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

I. GENERAL

- A.** Article 50 of the Illinois Procurement Code establishes the duty of all State chief procurement officers, State purchasing officers, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. 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.

RETURN WITH BID

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code and Executive Order Number 3 (1998). Information concerning the exemption process is available from the Department upon request.

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.

RETURN WITH BID

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.

RETURN WITH BID

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.

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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.

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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.

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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: _____

RETURN WITH BID

IV. DISCLOSURES

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

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

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

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

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

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

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ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Financial Information & Potential Conflicts of Interest Disclosure

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

Disclosure of the information contained in this Form is required by 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.

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

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): _____

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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

| | | |
|--------------------------|--|-------|
| <input type="checkbox"/> | _____ | _____ |
| | 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

**Contract No. 93562
MACOUPIN County
Section 06-00088-00-BR
Project BRS-0733(110)
Route FAS 733 (Ch 20)
District 6 Construction Funds**

PART II. WORKFORCE PROJECTION - continued

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

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

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

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

PART III. AFFIRMATIVE ACTION PLAN

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

Company _____ Telephone Number _____

Address _____

NOTICE REGARDING SIGNATURE

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

Signature: _____ Title: _____ Date: _____

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

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. 93562
MACOUPIN County
Section 06-0088-00-BR
Project BRS-0733(110)
Route FAS 733 (Ch 20)
District 6 Construction Funds**

PROPOSAL SIGNATURE SHEET

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

(IF AN INDIVIDUAL)

Firm Name _____
Signature of Owner _____
Business Address _____

(IF A CO-PARTNERSHIP)

Firm Name _____
By _____
Business Address _____
Name and Address of All Members of the Firm: _____

(IF A CORPORATION)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

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

Attest _____
Signature _____
Business Address _____

(IF A JOINT VENTURE)

Corporate Name _____
By _____
Signature of Authorized Representative _____
Typed or printed name and title of Authorized Representative _____

Attest _____
Signature _____
Business Address _____

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



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

(1) Policy

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

(2) Obligation

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

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

(4) Assurance

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

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

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

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

Disadvantaged Business Participation _____ percent

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

Company

By _____

Title _____

Date _____

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

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

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

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

PROPOSAL ENVELOPE



PROPOSALS

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

| Item No. | Item No. | Item No. |
|----------|----------|----------|
| | | |
| | | |
| | | |
| | | |

Submitted By:

| |
|-----------|
| Name: |
| Address: |
| |
| |
| Phone No. |

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

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

NOTICE

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

CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

NOTICE

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

**Contract No. 93562
MACOUPIN County
Section 06-00088-00-BR
Project BRS-0733(110)
Route FAS 733 (Ch 20)
District 6 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.

**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.

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

RETURN WITH SUBCONTRACT

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

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

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

Yes ___ No ___

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

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

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

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

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

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

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

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

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

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

RETURN WITH SUBCONTRACT

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

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

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

3. Communication Disclosure.

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

Name and address of person(s): _____

RETURN WITH SUBCONTRACT

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

Name of person(s): _____

Nature of disclosure: _____

APPLICABLE STATEMENT

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

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

NOT APPLICABLE STATEMENT

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

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

_____ Date _____
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT
OF TRANSPORTATION

Form B
Subcontractor: Other Contracts &
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

| | | |
|--------------------------|---------------------------------|-------|
| <input type="checkbox"/> | _____ | _____ |
| | Signature of Authorized Officer | Date |



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. 93562
MACOUPIN County
Section 06-00088-00-BR
Project BRS-0733(110)
Route FAS 733 (Ch 20)
District 6 Construction Funds**

Project consists of the construction of a three span concrete deck bridge on welded steel plate girders having reinforced concrete integral abutments and solid reinforced concrete piers, approach roadway embankments, guardrails, the placement of stone riprap and HMA and all other incidental items to complete the work on FAU Route 733 (CH 20), 3 miles south of Standard City over Macoupin Creek.

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

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

By Order of the
Illinois Department of Transportation

Ann L. Schneider,
Secretary

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

Std. Spec. Sec.

Page No.

No Supplemental Specifications this year.

CHECK SHEET
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

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| 1 | X Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) | 1 |
| 2 | X Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) | 4 |
| 3 | X EEO (Eff. 7-21-78) (Rev. 11-18-80) | 5 |
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| 5 | Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-12) | 20 |
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| 10 | Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) | 31 |
| 11 | Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) | 34 |
| 12 | Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) | 36 |
| 13 | Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) | 40 |
| 14 | Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) | 42 |
| 15 | PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) | 43 |
| 16 | Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) | 45 |
| 17 | Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) | 46 |
| 18 | PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) | 48 |
| 19 | Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) | 49 |
| 20 | X Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) | 50 |
| 21 | Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) | 54 |
| 22 | Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) | 56 |
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| 26 | English Substitution of Metric Bolts (Eff. 7-1-96) | 62 |
| 27 | English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) | 63 |
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| 29 | Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-12) | 65 |
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LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2012

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

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| LRS 1 | Reserved | 89 |
| LRS 2 | <input checked="" type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07) | 90 |
| LRS 3 | <input checked="" type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10)..... | 91 |
| LRS 4 | <input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07)..... | 92 |
| LRS 5 | <input type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07)..... | 93 |
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|-------------|-------------|---|------------------|----------------|
| LR SD 12 | | <input type="checkbox"/> Slab Movement Detection Device | Nov. 11, 1984 | Jan. 1, 2007 |
| LR SD 13 | | <input type="checkbox"/> Required Cold Milled Surface Texture | Nov. 1, 1987 | Jan. 1, 2007 |
| LR SD406 | 39 | <input checked="" type="checkbox"/> Safety Edge | April 1, 2011 | |
| LR 105 | 40 | <input checked="" type="checkbox"/> Cooperation with Utilities | Jan. 1, 1999 | Jan. 1, 2007 |
| LR 107-2 | | <input type="checkbox"/> Railroad Protective Liability Insurance for Local Lettings | Mar. 1, 2005 | Jan. 1, 2006 |
| LR 107-4 | 43 | <input checked="" type="checkbox"/> Insurance | Feb. 1, 2007 | Aug. 1, 2007 |
| LR 108 | | <input type="checkbox"/> Combination Bids | Jan. 1, 1994 | Mar. 1, 2005 |
| LR 109 | | <input type="checkbox"/> Equipment Rental Rates | Jan. 1, 2012 | |
| LR 212 | | <input type="checkbox"/> Shaping Roadway | Aug. 1, 1969 | Jan. 1, 2002 |
| LR 355-1 | | <input type="checkbox"/> Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix | Oct. 1, 1973 | Jan. 1, 2007 |
| LR 355-2 | | <input type="checkbox"/> Bituminous Stabilized Base Course, Plant Mix | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 400-1 | | <input type="checkbox"/> Bituminous Treated Earth Surface | Jan. 1, 2007 | Jan. 1, 2008 |
| LR 400-2 | | <input type="checkbox"/> Bituminous Surface Plant Mix (Class B) | Jan. 1, 2008 | |
| LR 402 | | <input type="checkbox"/> Salt Stabilized Surface Course | Feb. 20, 1963 | Jan. 1, 2007 |
| LR 403-2 | | <input type="checkbox"/> Bituminous Hot Mix Sand Seal Coat | Aug. 1, 1969 | Jan. 1, 2007 |
| LR 406 | | <input type="checkbox"/> Filling HMA Core Holes with Non-shrink Grout | Jan. 1, 2008 | |
| LR 420 | | <input type="checkbox"/> PCC Pavement (Special) | May 12, 1964 | Jan. 2, 2007 |
| LR 442 | | <input type="checkbox"/> Bituminous Patching Mixtures for Maintenance Use | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 451 | | <input type="checkbox"/> Crack Filling Bituminous Pavement with Fiber-Asphalt | Oct. 1, 1991 | Jan. 1, 2007 |
| LR 503-1 | | <input type="checkbox"/> Furnishing Class SI Concrete | Oct. 1, 1973 | Jan. 1, 2002 |
| LR 503-2 | | <input type="checkbox"/> Furnishing Class SI Concrete (Short Load) | Jan. 1, 1989 | Jan. 1, 2002 |
| LR 542 | | <input type="checkbox"/> Pipe Culverts, Type _____ (Furnished) | Sep. 1, 1964 | Jan. 1, 2007 |
| LR 663 | | <input type="checkbox"/> Calcium Chloride Applied | Jun. 1, 1958 | Jan. 1, 2007 |
| LR 702 | 44 | <input checked="" type="checkbox"/> Construction and Maintenance Signs | Jan. 1, 2004 | Jun. 1, 2007 |
| LR 1004 | | <input type="checkbox"/> Coarse Aggregate for Bituminous Surface Treatment | Jan. 1, 2002 | Jan. 1, 2007 |
| LR 1030 | | <input type="checkbox"/> Growth Curve | Mar. 1, 2008 | Jan. 1, 2010 |
| LR 1032-1 | | <input type="checkbox"/> Emulsified Asphalts | Jan. 1, 2007 | Feb. 7, 2008 |
| LR 1032-2 | | <input type="checkbox"/> Multigrade Cold Mix Asphalt | Jan. 1, 2007 | Feb. 1, 2007 |
| LR 1102 | | <input type="checkbox"/> Road Mix or Traveling Plan Mix Equipment | Jan. 1, 2007 | |

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
MACOUPIN COUNTY

STATE OF ILLINOIS

SPECIAL PROVISIONS

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GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: January 20, 2012 Letting

| Pg # | √ | File Name | Title | Effective | Revised |
|------|---|-----------|--|----------------|----------------|
| | | GBSP4 | Polymer Modified Portland Cement Mortar | June 7, 1994 | Oct. 15, 2011 |
| | | GBSP11 | Permanent Steel Sheet Piling | Dec 15, 1993 | Jan 1, 2007 |
| | | GBSP12 | Drainage System | June 10, 1994 | Jan 1, 2007 |
| | | GBSP13 | High-Load Multi-Rotational Bearings | Oct 13, 1988 | Oct. 15, 2011 |
| | | GBSP14 | Jack and Remove Existing Bearings | April 20, 1994 | Jan 1, 2007 |
| | | GBSP15 | Three Sided Precast Concrete Structure | July 12, 1994 | Oct. 15, 2011 |
| | | GBSP16 | Jacking Existing Superstructure | Jan 11, 1993 | Jan 1, 2007 |
| | | GBSP17 | Bonded Preformed Joint Seal | July 12, 1994 | Jan 1, 2007 |
| | | GBSP18 | Modular Expansion Joint | May 19, 1994 | Jan 1, 2007 |
| | | GBSP21 | Cleaning and Painting Contact Surface Areas of Existing Steel Structures | June 30, 2003 | May 18, 2011 |
| | | GBSP25 | Cleaning and Painting Existing Steel Structures | Oct 2, 2001 | May 18, 2011 |
| | | GBSP26 | Containment and Disposal of Lead Paint Cleaning Residues | Oct 2, 2001 | April 30, 2010 |
| | | GBSP28 | Deck Slab Repair | May 15, 1995 | Oct. 15, 2011 |
| | | GBSP29 | Bridge Deck Microsilica Concrete Overlay | May 15, 1995 | Jan 18, 2011 |
| | | GBSP30 | Bridge Deck Latex Concrete Overlay | May 15, 1995 | Jan 18, 2011 |
| | | GBSP31 | Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay | Jan 21, 2000 | Jan 18, 2011 |
| | | GBSP32 | Temporary Sheet Piling | Sept 2, 1994 | Jan 1, 2007 |
| | | GBSP33 | Pedestrian Truss Superstructure | Jan 13, 1998 | Oct. 15, 2011 |
| | | GBSP34 | Concrete Wearing Surface | June 23, 1994 | Oct. 15, 2011 |
| | | GBSP35 | Silicone Bridge Joint Sealer | Aug 1, 1995 | Oct. 15, 2011 |
| | | GBSP38 | Mechanically Stabilized Earth Retaining Walls | Feb 3, 1999 | Oct. 15, 2011 |
| | | GBSP42 | Drilled Soldier Pile Retaining Wall | Sept 20, 2001 | Oct. 15, 2011 |
| | | GBSP43 | Driven Soldier Pile Retaining Wall | Nov 13, 2002 | Oct. 15, 2011 |
| | | GBSP44 | Temporary Soil Retention System | Dec 30, 2002 | May 11, 2009 |
| | | GBSP45 | Bridge Deck Thin Polymer Overlay | May 7, 1997 | Jan 1, 2007 |
| | | GBSP46 | Geotextile Retaining Walls | Sept 19, 2003 | Oct 9, 2009 |
| | | GBSP47 | High Performance Concrete Structures | Aug 5, 2002 | Jan 1, 2007 |
| 35 | X | GBSP51 | Pipe Underdrain for Structures | May 17, 2000 | Jan 22, 2010 |
| 36 | X | GBSP52 | Porous Granular Embankment (Special) | Sept 28, 2005 | Nov 14, 2008 |
| | | GBSP53 | Structural Repair of Concrete | Mar 15, 2006 | Oct. 15, 2011 |
| | | GBSP55 | Erection of Curved Steel Structures | June 1, 2007 | |
| | | GBSP56 | Setting Piles in Rock | Nov 14, 1996 | Jan 1, 2007 |
| | | GBSP57 | Temporary Mechanically Stabilized Earth Retaining Walls | Jan 6, 2003 | Oct 4, 2010 |
| | | GBSP59 | Diamond Grinding and Surface Testing Bridge Sections | Dec 6, 2004 | July 9, 2008 |
| | | GBSP60 | Containment and Disposal of Non-Lead Paint Cleaning Residues | Nov 25, 2004 | Mar 6, 2009 |
| | | GBSP61 | Slipform Parapet | June 1, 2007 | Oct. 15, 2011 |
| | | GBSP62 | Concrete Deck Beams | June 13, 2008 | Oct 9, 2009 |
| | | GBSP64 | Segmental Concrete Block Wall | Jan 7, 1999 | Oct 4, 2010 |
| | | GBSP65 | Precast Modular Retaining Walls | Mar 19, 2001 | Oct. 15, 2011 |
| | | GBSP66 | Wave Equation Analysis of Piles | Nov 14, 2008 | |
| | | GBSP67 | Structural Assessment Reports for Contractor's Means and Methods | Mar 6, 2009 | |
| | | GBSP70 | Braced Excavation | Aug 9, 1995 | May 18, 2011 |
| | | GBSP71 | Aggregate Column Ground Improvement | Jan 15, 2009 | Oct. 15, 2011 |

| | | | | | |
|----|---|--------|---|---------------|---------------|
| | | GBSP72 | Bridge Deck Fly Ash or GGBF Slag Concrete Overlay | Jan 18, 2011 | Oct. 15, 2011 |
| 37 | X | GBSP73 | Cofferdams | Oct. 15, 2011 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW

| |
|--|
| |
| |

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

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

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

| File Name | Title | Disposition: |
|-----------|--|--------------------|
| GBSP37 | Underwater Structure Excavation Protection | Replaced by GBSP73 |

BDE SPECIAL PROVISIONS
For the January 20 and March 9, 2012 Lettings

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

| File Name | Pg # | | Special Provision Title | Effective | Revised |
|-----------|------|---|--|---------------|---------------|
| * 80240 | | | Above Grade Inlet Protection | July 1, 2009 | Jan. 1, 2012 |
| 80099 | | | Accessible Pedestrian Signals (APS) | April 1, 2003 | Jan. 1, 2007 |
| * 80275 | 45 | X | Agreement to Plan Quantity | Jan. 1, 2012 | |
| 80192 | | | Automated Flagger Assistance Device | Jan. 1, 2008 | |
| * 80173 | | | Bituminous Materials Cost Adjustments | Nov. 2, 2006 | Jan. 1, 2012 |
| 80241 | | | Bridge Demolition Debris | July 1, 2009 | |
| * 80276 | | | Bridge Relief Joint Sealer (NOTE: This special provision was previously named "Concrete Joint Sealer") | Jan. 1, 2012 | |
| 50261 | | | Building Removal-Case I (Non-Friable and Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50481 | | | Building Removal-Case II (Non-Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50491 | | | Building Removal-Case III (Friable Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 50531 | | | Building Removal-Case IV (No Asbestos) | Sept. 1, 1990 | April 1, 2010 |
| 80198 | | | Completion Date (via calendar days) | April 1, 2008 | |
| 80199 | | | Completion Date (via calendar days) Plus Working Days | April 1, 2008 | |
| * 80277 | | | Concrete Mix Design-Department Provided | Jan. 1, 2012 | |
| 80261 | | | Construction Air Quality – Diesel Retrofit | June 1, 2010 | |
| * 80237 | 46 | X | Construction Air Quality – Diesel Vehicle Emissions Control | April 1, 2009 | Jan. 2, 2012 |
| 80239 | 48 | X | Construction Air Quality – Idling Restrictions | April 1, 2009 | |
| 80177 | | | Digital Terrain Modeling for Earthwork Calculations | April 1, 2007 | |
| 80029 | 50 | X | Disadvantaged Business Enterprise Participation | Sept. 1, 2000 | Aug. 2, 2011 |
| * 80272 | | | Drainage and Inlet Protection Under Traffic | April 1, 2011 | Jan. 1, 2012 |
| 80228 | | | Flagger at Side Roads and Entrances | April 1, 2009 | |
| 80265 | 60 | X | Friction Aggregate | Jan. 1, 2011 | |
| 80229 | | | Fuel Cost Adjustment | April 1, 2009 | July 1, 2009 |
| 80169 | | | High Tension Cable Median Barrier | Jan. 1, 2007 | April 1, 2009 |
| 80246 | 64 | X | Hot-Mix Asphalt – Density Testing of Longitudinal Joints | Jan. 1, 2010 | |
| * 80109 | | | Impact Attenuators | Nov. 1, 2003 | Jan. 1, 2012 |
| * 80110 | | | Impact Attenuators, Temporary | Nov. 1, 2003 | Jan. 1, 2012 |
| 80045 | | | Material Transfer Device | June 15, 1999 | Jan. 1, 2009 |
| * 80203 | 65 | X | Metal Hardware Cast into Concrete | April 1, 2008 | Jan. 1, 2012 |
| 80165 | | | Moisture Cured Urethane Paint System | Nov. 1, 2006 | Jan. 1, 2010 |
| * 80253 | | | Movable Traffic Barrier | Jan. 1, 2010 | Jan. 1, 2012 |
| 80231 | | | Pavement Marking Removal | April 1, 2009 | |
| 80254 | | | Pavement Patching | Jan. 1, 2010 | |
| 80022 | 66 | X | Payments to Subcontractors | June 1, 2000 | Jan. 1, 2006 |
| * 80278 | | | Planting Woody Plants | Jan. 1, 2012 | |
| * 80279 | 68 | X | Portland Cement Concrete | Jan. 1, 2012 | |
| * 80280 | | | Portland Cement Concrete Sidewalk | Jan. 1, 2012 | |
| 80218 | | | Preventive Maintenance – Bituminous Surface Treatment | Jan. 1, 2009 | April 1, 2009 |
| 80219 | | | Preventive Maintenance – Cape Seal | Jan. 1, 2009 | Aug. 1, 2011 |
| 80220 | | | Preventive Maintenance – Micro-Surfacing | Jan. 1, 2009 | Aug. 1, 2011 |
| 80221 | | | Preventive Maintenance – Slurry Seal | Jan. 1, 2009 | |
| * 80281 | 108 | X | Quality Control/Quality Assurance of Concrete Mixtures | Jan. 1, 2012 | |
| 34261 | | | Railroad Protective Liability Insurance | Dec. 1, 1986 | Jan. 1, 2006 |
| 80157 | | | Railroad Protective Liability Insurance (5 and 10) | Jan. 1, 2006 | |
| * 80172 | 121 | X | Reclaimed Asphalt Pavement (RAP) | Jan. 1, 2007 | Jan. 1, 2012 |
| * 80282 | 130 | X | Reclaimed Asphalt Shingles (RAS) | Jan. 1, 2012 | |
| * 80283 | | | Removal and Disposal of Regulated Substances | Jan. 1, 2012 | |
| * 80224 | | | Restoring Bridge Approach Pavements Using High-Density Foam | Jan. 1, 2009 | Jan. 1, 2012 |
| 80271 | 135 | X | Safety Edge | April 1, 2011 | |
| * 80152 | | | Self-Consolidating Concrete for Cast-In-Place Construction | Nov. 1, 2005 | Jan. 1, 2012 |
| * 80132 | 136 | X | Self-Consolidating Concrete for Precast Products | July 1, 2004 | Jan. 1, 2012 |

| File Name | Pg # | | Special Provision Title | Effective | Revised |
|-----------|------|---|---|---------------|---------------|
| * 80284 | | | Shoulder Rumble Strips | Jan. 1, 2012 | |
| * 80285 | | | Sidewalk, Corner or Crosswalk Closure | Jan. 1, 2012 | |
| 80127 | 138 | X | Steel Cost Adjustment | April 2, 2004 | April 1, 2009 |
| * 80255 | | | Stone Matrix Asphalt | Jan. 1, 2010 | Jan. 1, 2012 |
| 80143 | 142 | X | Subcontractor Mobilization Payments | April 2, 2005 | April 1, 2011 |
| 80075 | | | Surface Testing of Pavements | April 1, 2002 | Jan. 1, 2007 |
| * 80286 | 143 | X | Temporary Erosion and Sediment Control | Jan. 1, 2012 | |
| 80225 | | | Temporary Raised Pavement Marker | Jan. 1, 2009 | |
| * 80256 | | | Temporary Water Filled Barrier | Jan. 1, 2010 | Jan. 1, 2012 |
| * 80287 | | | Type C Inlet Box | Jan. 1, 2012 | |
| 80273 | 144 | X | Traffic Control Deficiency Deduction | Aug. 1, 2011 | |
| 20338 | 145 | X | Training Special Provisions | Oct. 15, 1975 | |
| * 80270 | | | Utility Coordination and Conflicts | April 1, 2011 | Jan. 1, 2012 |
| * 80288 | | | Warm Mix Asphalt | Jan. 1, 2012 | |
| * 80289 | | | Wet Reflective Thermoplastic Pavement Marking | Jan. 1, 2012 | |
| 80071 | | | Working Days | Jan. 1, 2002 | |

The following special provisions are either in the 2012 Standard Specification, the 2012 Recurring Special Provisions, or the special provision Portland Cement Concrete:

| File Name | Special Provision Title | New Location | Effective | Revised |
|-----------|---|--|---------------|---------------|
| 80186 | Alkali-Silica Reaction for Cast-in-Place Concrete | The special provision Portland Cement Concrete | Aug. 1, 2007 | Jan. 1, 2009 |
| 80213 | Alkali-Silica Reaction for Precast and Precast Prestressed Concrete | The special provision Portland Cement Concrete | Jan. 1, 2009 | |
| 80207 | Approval of Proposed Borrow Areas, Use Areas, and/or Waste Areas | Article 107.22 | Nov. 1, 2008 | Nov., 1, 2010 |
| 80166 | Cement | Section 1001 | Jan. 1, 2007 | April 1, 2011 |
| 80260 | Certification of Metal Fabricator | Article 106.08 | July 1, 2010 | |
| 80094 | Concrete Admixtures | Section 1021 and the special provision Portland Cement Concrete | Jan. 1, 2003 | April 1, 2009 |
| 80226 | Concrete Mix Designs | The special provision Portland Cement Concrete | April 1, 2009 | |
| 80227 | Determination of Thickness | Articles 353.12, 353.13, 353.14, 354.09, 355.09 356.07, 407.10, 482.06 and 483.07 | April 1, 2009 | |
| 80179 | Engineer's Field Office Type A | Articles 670.02 and 670.07 | April 1, 2007 | Jan. 1, 2011 |
| 80205 | Engineer's Field Office Type B | Articles 670.04 and 670.07 | Aug. 1, 2008 | Jan. 1, 2011 |
| 80189 | Equipment Rental Rates | Articles 105.07 and 109.04 | Aug. 2, 2007 | Jan. 2, 2008 |
| 80249 | Frames and Grates | Articles 609.02 and 609.04 | Jan. 1, 2010 | |
| 80194 | HMA - Hauling on Partially Completed Full-Depth Pavement | Article 407.08 | Jan. 1, 2008 | |
| 80245 | Hot-Mix Asphalt - Anti-Stripping Additive | Article 1030.04 | Nov. 1, 2009 | |
| 80250 | Hot-Mix Asphalt - Drop-Offs | Article 701.07 | Jan. 1, 2010 | |
| 80259 | Hot-Mix Asphalt - Fine Aggregate | Articles 1003.01 and 1003.03 | April 1, 2010 | |

| <u>File Name</u> | <u>Special Provision Title</u> | <u>New Location</u> | <u>Effective</u> | <u>Revised</u> |
|------------------|--|--|------------------|----------------|
| 80252 | Improved Subgrade | Articles 302.04, 302.07 302.08, 302.10, 302.11 310.04, 310.08, 310.10 310.11 and 311.05 | Jan. 1, 2010 | |
| 80266 | Lane Closure, Multilane, Intermittent or Moving Operation, for Speeds ≤ 40 MPH | Article 701.19 | Jan.1, 2011 | Jan. 2, 2011 |
| 80230 | Liquidated Damages | Article 108.09 | April 1, 2009 | April 1, 2011 |
| 80267 | Long-Span Guardrail over Culvert | Articles 630.07 and 630.08 | Jan. 1, 2011 | |
| 80262 | Mulch and Erosion Control Blankets | Articles 251.03, 251.04, 251.06, 251.07 and 1081.06 | Nov. 1, 2010 | April 1, 2011 |
| 80180 | National Pollutant Discharge Elimination System / Erosion and Sediment Control Deficiency Deduction | Article 105.03 | April 1, 2007 | Nov. 1, 2009 |
| 80208 | Nighttime Work Zone Lighting | Section 702 | Nov., 1, 2008 | |
| 80232 | Pipe Culverts | Article 542.03, 542.04, 542.11 and 1040.04 | April 1, 2009 | April 1, 2010 |
| 80263 | Planting Perennial Plants | Section 254 and Article 1081.02 | Jan. 1, 2011 | |
| 80210 | Portland Cement Concrete Inlay or Overlay | Recurring CS #29 | Nov. 1, 2008 | |
| 80217 | Post Clips for Extruded Aluminum Signs | Article 1090.03 | Jan. 1, 2009 | |
| 80268 | Post Mounting of Signs | Article 701.14 | Jan. 1, 2011 | |
| 80171 | Precast Handling Holes | Articles 540.02, 540.06, 542.02, 542.04, 550.02, 550.06, 602.02, 602.07 and 1042.16 | Jan. 1, 2007 | |
| 80015 | Public Convenience and Safety | Article 107.09 | Jan. 1, 2000 | |
| 80247 | Raised Reflective Pavement Markers | Article 781.03 | Nov. 1, 2009 | April 1, 2010 |
| 80131 | Seeding | Articles 250.07 and 1081.04 | July 1, 2004 | July 1, 2010 |
| 80264 | Selection of Labor | Recurring CS #5 | July 2, 2010 | |
| 80234 | Storm Sewers | Article 550.02, 550.03, 550.06, 550.07, 550.08 and 1040.04 | April 1, 2009 | April 1, 2010 |
| 80087 | Temporary Erosion Control | Articles 280.02, 280.03 280.04, 280.07, 280.08 and 1081.15 | Nov.1, 2002 | Jan. 1, 2011 |
| 80257 | Traffic Barrier Terminal, Type 6 | Article 631.07 | Jan. 1, 2010 | |
| 80269 | Traffic Control Surveillance | Article 701.10 | Jan. 1, 2011 | |
| 80258 | Truck Mounted/Trailer Mounted Attenuators | Articles 701.03, 701.15 and 1106.02 | Jan. 1, 2010 | |

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

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
MACOUPIN COUNTY

STATE OF ILLINOIS

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction adopted January 1, 2012," the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", 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 a three span bridge on F.A.S. 733 (C.H. 20) over Macoupin Creek, Section 06-00088-00-BR, Project BRS 0733(110) in Macoupin County, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

DESCRIPTION OF WORK: The work under this contract includes the construction of a three span concrete deck bridge on welded steel plate girders having reinforced concrete integral abutments and solid reinforced concrete piers. Both abutments are supported by friction piling and the piers will be supported by piling that will be set in rock. The contract also includes the construction of approach roadway embankments, guardrail, the placement of stone riprap and hot mix asphalt, and other related items of work. The gross project length is 830 feet and located 3 miles south of Standard City.

CORPS OF ENGINEERS' SECTION 404 PERMIT: This project complies with the current Federal Register regarding the regulatory program of the Corps of Engineers Nationwide Permit No. 14 because it involves the loss of less than 1/10 acre of waters. No formal 404 permit will be issued by the Corps of Engineers. If the contractor elects to construct a temporary stream crossing or working platform in the stream, and the Contractor's temporary construction consists of the deposition of fill material below the plane of ordinary high-water over an area in plan of less than 1/2 acre no individual Section 404 Permit will be required. If the Contractor intends to exceed these limits, or other criteria of the above mentioned register, it shall be the responsibility of the contractor to apply for and receive the Section 404 Permit. The District Engineer will be notified according to General Condition 13 if the discharge from the Contractor's temporary construction causes the loss of greater than 1/10 acre of waters per the attached Nationwide Permit Summary. The contractor shall also be responsible for the prevention of public access to any temporary crossing s/he may construct.

SHOP DRAWINGS: The Contractor shall submit shop drawings to Allen Henderson and Associates Inc., 907 South Fourth Street, Springfield, Illinois 62703, phone 217-544-8033, for review and approval prior to the fabrication of the welded steel plate girders.

TRAFFIC CONTROL PLAN: Traffic control shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
MACOUPIN COUNTY

STATE OF ILLINOIS

SPECIAL PROVISIONS

In addition to Article 107.09 and 107.14 and Sections 701 and 1106 of the Standard Specifications for Road and Bridge Construction, the following Standards and Special Provisions shall apply.

- 1) Traffic Control Standards 701901, 701006, 701301 and BLR 21.
- 2) The road in the vicinity of the new structure will be closed to all traffic during the construction period.
- 3) Barricades shall be of the type and at the location directed by the Barricade Location Plan as shown on page 8.
- 4) Each Type III barricade used for road closure or traffic control shall be equipped with two functioning Type A flashing lights.
- 5) Signs (W20-3) shall be post mounted with flag and amber flashing lights. See special provision for 'Construction and Maintenance Signs' (Page 4).
- 6) Type III Barricades at project locations shall extend from shoulder to shoulder of roadway and (R11-2) sign mounted on each.
- 7) R11-3 signs shall be furnished and located by the contractor as shown on the plans.

Traffic Control and Protection, as directed by this special provision, will be paid for at the contract Lump Sum price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

REMOVAL OF UNCLASSIFIED MATERIAL: Unclassified material including existing pipe culverts and oil and chip surface shall be removed at the locations shown on the plans and as designated by the Engineer. The removed material shall be disposed of beyond the limits of the right of way according to Article 202.03 of the Standard Specifications, and as directed by the Engineer.

The above work will not be paid for separately, but shall be considered as included in the contract unit price for EARTH EXCAVATION.

JOINT UTILITY LOCATION INFORMATION FOR EXCAVATORS (JULIE): This work shall be done according to Article 107.31 of the Standard Specifications except as herein modified. Because of the minimum of 48 hours advance notice required for notification to utilities, the contractor will be required to give the Resident Engineer 96 hours notice, in writing, for a specific area prior to beginning any excavation. It shall be the contractor's responsibility to notify and cooperate with all utilities on or adjacent to the right of way.

Locations of proposed sign posts, guardrail, sign, or light, etc. shall be staked by the Engineer and then notice provided as above. If any of the location markers placed by a utility company in conformance with this procedure are destroyed by Contractor operations, the Contractor shall immediately notify the utility owner and bear the cost of remarking the facilities at his own cost

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
MACOUPIN COUNTY

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SPECIAL PROVISIONS

and expense. Compliance with this Special Provision shall be considered included in the cost of the contract and no additional compensation will be allowed for any costs incurred.

CONSTRUCTION AND MAINTENANCE SIGNS: This work shall be done according to Section 1106 of the Standard Specifications and Highway Standard 701901 except as herein modified.

The contractor shall be responsible for the condition and placement of traffic control devices at all times during construction activities and throughout shutdown periods.

All construction signs mounted on permanent support for use in temporary traffic control having an area of 16 square feet or more shall be mounted on two 4" x 4" wood posts.

Sign posts shall be 100 x 100 mm (4 x 4 in.) wood posts according to Article 1007.05. All posts shall be braced to the satisfaction of the Engineer. The use of metal posts will not be permitted.

The cost of performing this work will be included in the cost of TRAFFIC CONTROL AND PROTECTION, (SPECIAL) and will not be paid for separately.

SEEDING, CLASS 2 (SPECIAL): This item consists of preparing seed bed and furnishing, transporting and placing the seed and other materials required in the seeding operations according to Section 250 of the Standard Specifications, except as follows:

The contractor shall use the rates shown on the plans. Mulch shall be applied according to Method 2, Procedure 1 or 2 of Article 251.03 of the Standard Specifications and the provisions contained herein.

The Engineer will have the option of determining the applied rates of Fertilizer and Agricultural Lime, depending upon the availability of material and the actual soil conditions on the job site. (See plans for estimated rates.)

No seeding dates will apply to this project. No seeding shall be done when the ground is frozen, muddy or excessively wet.

The cost of performing this work will be paid at the contract unit price per acre for SEEDING, CLASS 2 (SPECIAL) which price shall include the seeding, fertilizer, nutrients, mulching, and all necessary incidental work as directed by the Engineer.

AGGREGATE DITCH: Riprap shall be placed in such a manner as to provide a reasonable consistent 16 inch thick layer conforming to the finished slope lines as shown in the plans and as directed by the Engineer in accordance with Section 281 of the Standard Specifications. The

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
MACOUPIN COUNTY

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SPECIAL PROVISIONS

riprap material shall meet the requirements of Article 1005.01 of the Standard Specifications, the quality shall be Class 'A' and the gradation shall be RR3 or a gradation approved by the Engineer. The slope shall be excavated an additional 16 inches in depth and no bedding material will be required.

The cost of performing this work will be paid for at the contract unit price per ton for AGGREGATE DITCH which price shall include the additional earth excavation for the placement of the riprap.

REMOVAL OF EXISTING STRUCTURES: This item shall consist of the complete removal of the existing five span steel I-beam bridge with reinforced concrete abutments and piers in accordance with Section 501 of the Standard Specifications. All portions of the existing concrete abutments and piers that interfere with the placement of the proposed structure shall be removed in such amounts as to facilitate placement of the proposed structure. All segments of the existing abutments and piers that do not interfere with the placement of the new structure shall be removed to a point where a minimum earth cover of 3 feet is provided. The cover shall be measured from the finished grade line. There will be no salvage of the existing structure.

The cost of all work included in this Special Provision shall be included in the contract unit price each for REMOVAL OF EXISTING STRUCTURES.

SETTING AND DRIVING PILES IN ROCK

This work shall consist of making shaft excavations through soil and rock, setting piles in the excavations, driving any test and all production piles to their nominal bearing, encasing the piles by filling the shaft excavations with concrete to the top of rock and with either concrete or granular material as indicated on the plans, and as specified herein.

The shaft excavations for each pile shall be made by drilling through the overburden soils and into rock to satisfy the diameter and embedment depth below top of rock indicated on the plans. All excavated material shall be disposed of by the Contractor. The Contractor shall be responsible for shaft excavation side wall stability by using accepted drilling methods and temporary casing where site conditions warrant. No permanent casings or side forms will be allowed. All loose rock, earth, debris and water shall be removed from the hole prior to setting the pile. The actual top of rock will be considered as the point where rock, defined as bedded deposits and conglomerate deposits exhibiting the physical characteristics and difficulty of rock removal as determined by the Engineer, is encountered which cannot be drilled with earth augers and/or underreaming tools configured to be effective in the soils indicated in the contract documents, and requires the use of special rock augers, core barrels, air tools, blasting, or other methods of rock excavation.

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SECTION 06-00088-00-BR
MACOUPIN COUNTY

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Piles shall be set on rock at the bottom of the shaft excavation and installed according to the Standard Specifications Section 512. The piles shall be driven into the rock to a nominal driven bearing equal to or greater than the nominal required bearing indicated on the plans. The Contractor shall use suitable bracing to maintain the position of the piles during and after driving such that the construction tolerances are satisfied.

Immediately after driving all the piles within the same substructure unit, each hole shall be filled with Class DS concrete to at least 6 inches (150 mm) above the top of rock encountered during drilling. The remainder of the shaft excavation, to the bottom of individual pile encasement, footing or abutment shall be filled with either Class DS Concrete or porous granular embankment, at the option of the Contractor, unless otherwise detailed in the plans. All water shall be removed from the hole prior to placing concrete. If the flow of water into the hole is excessive or if pumping operations are likely to cause hole instability, the level of water in the hole shall be allowed to stabilize and the concrete placed by tremie methods according to Article 503.08 of the Standard Specifications. The piles shall be securely braced and held in position prior to and during the placing and curing of the encasement concrete until test specimens show that a modulus of rupture of 675 psi (4.65 MPa) has been attained. Any operations that might damage the concrete around the piles shall be deferred until the concrete attains the required strength.

This work will be measured as EACH and paid for at the contract unit price for SETTING AND DRIVING PILES IN ROCK. All drilling, cleaning, driving, Class DS Concrete and any porous granular embankment backfilled around each pile shall not be paid for separately but shall be included in this item. The furnishing of production piles and any test piles specified are not included in this pay item but will be paid for elsewhere in this contract.

Driving test piles beyond the furnished test pile length will be paid for according to Article 109.04.

QC/QA OF PPC MIXTURES

The Special Provision; "Quality Control/Quality Assurance of Concrete Mixtures", (BDE) included within, will apply only to the following item of work for this project:

Code No. 50300255 - Item - Concrete Superstructure

All other Portland Cement Concrete utilized in the construction of this project shall be produced in accordance with Check Sheet Item #30 for "QC of Concrete Mixtures at the Plant".

COMPLETION DATE: The work under this contract shall be completed by October 1, 2012.

F.A.S. 733 (C.H. 20) OVER MACOUPIN CREEK
SECTION 06-00088-00-BR
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STONE DUMPED RIPRAP, CLASS A4 (SPECIAL): Riprap shall be placed in such a manner as to provide a reasonable consistent 16 inch thick layer conforming to the finished slope lines as shown in the plans and as directed by the Engineer in accordance with Section 281 of the Standard Specifications. The riprap material shall meet the requirements of Article 1005.01 of the Standard Specifications, the quality shall be Class 'A' and the gradation shall be RR4 or a gradation approved by the Engineer. The slope shall be excavated an additional 16 inches in depth and no bedding material or filter fabric will be required.

The cost of performing this work will be paid for at the contract unit price per ton for STONE DUMPED RIPRAP, CLASS A4 (SPECIAL).

RELOCATE EXISTING MAILBOX: This item shall consist of all labor and material necessary to remove and relocate the existing mailbox to the location that is shown on the plans or as directed by the Engineer.

The cost of performing this work shall be paid for at the contract unit price each for RELOCATE EXISTING MAILBOX.

STATUS OF UTILITIES TO BE ADJUSTED

| Name and Address of Utility | Type | Location | Estimated Date |
|---|-----------|-------------------------------------|---------------------|
| Verizon 1-800-892-0123 | Telephone | Sta. 92 +00 to Sta. 100 +30 | During Construction |
| Illinois Power Hillsboro, Illinois 62049 1-800-755-5000 | Electric | Sta. 92 + 00 to Sta. 100 + 30 | During Construction |

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

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

ROUTE South Standard City Road
SECTION 06-00088-00-BR
COUNTY Macoupin
STRUCT. S.N. 059-3007

DESCRIPTION Bridge over Macoupin Creek
LOCATION
DRILLING METHOD 4"CFA

DRILLED BY MDI/CK
CHECKED BY QTE/WKS
HAMMER TYPE Automatic

Boring No. B-4
Station
Offset Moved 7 feet north

| | | | | Surface Water Elev. | | | | |
|---|-----------------|--------|-----|--|-----------------|--------|-----|--|
| | | | | Groundwater Elevation | | | | |
| | | | | First Encountered 28.5' | | | | |
| | | | | Upon Completion | | | | |
| | | | | After 24 Hrs. | | | | |
| Depth | Blows per 6 in. | Qu TSF | W % | Depth | Blows per 6 in. | Qu TSF | W % | |
| EL. 591.0 | | | | | | | | |
| Asphalt 9" | | | | | | | | |
| Crushed rock 6" | | | | | | | | |
| | 7 | | | | 3 | | | |
| FILL - Brown and gray | 4 | 4.00 | 10 | | 3 | 1.00 | 24 | |
| low plastic SILTY CLAY | 5 | P | | 25 | 4 | P | | |
| Brown and gray medium plastic SILTY CLAY | | | | Brown and gray low plastic SILTY CLAY, some sand, trace gravel | | | | |
| | 3 | | | | 2 | | | |
| A-7 | 4 | 1.55 | 26 | | 3 | 1.40 | 23 | |
| | 5 | S | | | 4 | B | | |
| Brown and gray low plastic SILTY CLAY, trace sand, gravel | | | | A-4 | | | | |
| | 3 | | | | 0 | | | |
| A-6 | 3 | 1.85 | 17 | | 1 | 0.25 | 24 | |
| | 3 | S | | 30 | 2 | P | | |
| | 2 | | | | 1 | | | |
| | 1 | 0.70 | 20 | | 1 | 0.50 | 24 | |
| 10 | 2 | B | | | 1 | P | | |
| Gray weathered SHALE | | | | Weathered LIMESTONE | | | | |
| | 3 | | | | 9 | | | |
| | 4 | 3.00 | 19 | | 50/1" | 4.50 | 7 | |
| | 5 | P | | 35 | | P | | |
| Auger refusal at 35.5 feet | | | | | | | | |
| | 6 | | | | | | | |
| | 4 | 2.00 | 23 | | | | | |
| 15 | 6 | P | | | | | | |
| Gray low plastic SILTY CLAY, some sand | | | | | | | | |
| | 2 | | | | | | | |
| A-4 | 4 | 1.20 | 24 | | | | | |
| | 4 | B | | 40 | | | | |
| Brown low plastic SILTY CLAY, trace sand | | | | | | | | |
| | 3 | | | | | | | |
| A-6 | 4 | 1.00 | 24 | | | | | |
| 20 | 5 | B | | | | | | |
| | 3 | | | | | | | |
| | 4 | 2.00 | 23 | | | | | |
| | 4 | P | | 45 | | | | |



Professional Service Industries, Inc.
 480 North Street
 Springfield, IL 62704
 Telephone: 217-544-6663
 Fax: 214-544-6148

LOG OF BORING B-2

Sheet 1 of 1

PSI Job No.: 020-85023
 Project: Soil Borings for Bridge Replacement
 Location: Section 06-00088-00-BR
 F.A.S. 733 (C.H. 20) over Macoupin Creek
 Macoupin County, Illinois

Drilling Method: Hollow Stem Auger
 Sampling Method: Split Spoon/Rock Coring
 Hammer Type: CME Automatic
 Boring Location: Sta. 94+40 25L

| WATER LEVELS | | |
|-------------------|------|-----|
| ▽ While Drilling | None | --- |
| ▽ Upon Completion | --- | --- |
| ▽ Delay | N/A | --- |

| Elevation (feet) | Depth, (feet) | Graphic Log | Sample Type | Sample No. | Recovery (inches) | MATERIAL DESCRIPTION | USCS Classification | SPT Blows per 6-inch (SS) Push Pressure (ST) RQD & Recovery % (NX) | Moisture, % | STANDARD PENETRATION TEST DATA N in blows/ft @ | | Additional Remarks |
|------------------|---------------|-------------|-------------|------------|-------------------|--|---------------------|--|-------------|---|----|--|
| | | | | | | | | | | Moisture | PL | |
| | | | | | | Surface Elev.: 574.2 ft | | | | | | |
| 570 | 0 | | | 1 | 17 | Surface: Heavy Organics to 6" Brown sandy, silty CLAY, firm, slightly moist to moist | CLS | 2-3-3 N=6 | 17 | ⊗ | X | Q _{tr} = 2.7 tsf |
| 570 | 5 | | | 2 | 13 | | CLS | 3-3-5 N=8 | 21 | ⊗ | X | |
| 565 | 10 | | | 3 | 17 | Mottled brown sandy, silty CLAY, firm to stiff, moist | CLS | 4-2-3 N=5 | 25 | ⊗ | X | Q _{tr} = 0.4 tsf |
| 565 | 15 | | | 4 | 13 | | CLS | 2-2-4 N=6 | 23 | ⊗ | X | Q _{tr} = 0.8 tsf |
| 560 | 20 | | | 5 | 15 | | CLS | 3-4-5 N=9 | 21 | ⊗ | X | Q _{tr} = 0.8 tsf |
| 560 | 25 | | | 6 | 15 | Gray / dark gray weathered SHALE, hard, slightly moist | CL | 3-7-50 N=57 | 18 | | X | >>⊗ |
| 555 | 30 | | | 7 | 22 | Gray SHALE, hard, slightly moist | CL | RQD=70 Rec=92% | | | | >>▲ Q _{tr} = 342.0 tsf >>▲ Q _{tr} = 582.0 tsf >>▲ Q _{tr} = 683.0 tsf >>▲ Q _{tr} = 919.0 tsf >>▲ Q _{tr} = 919.0 tsf |
| 550 | 35 | | | 8 | 56 | | CL | RQD=50 Rec=93% | | | | >>▲ Q _{tr} = 719.5 tsf >>▲ Q _{tr} = 438.0 tsf |
| 550 | 40 | | | 9 | 53 | | CL | RQD=80 Rec=88% | | | | >>▲ Q _{tr} = 327.5 tsf >>▲ Q _{tr} = 265.5 tsf >>>▲ Q _{tr} = 371.0 tsf >>>▲ Q _{tr} = 495.0 tsf >>>▲ Q _{tr} = 394.0 tsf >>>▲ Q _{tr} = 421.5 tsf |
| | | | | | | Boring terminated at 27' | | | | | | |

| | | |
|--------------------------------|---------------|------------|
| Completion Depth: 27.0 ft | Sample Types: | Latitude: |
| Date Boring Started: 6/19/08 | Auger Cutting | Longitude: |
| Date Boring Completed: 6/19/08 | Split-Spoon | Remarks: |
| Logged By: Harry Waters | Rock Core | |
| Drilling Contractor: PSI, Inc. | Shelby Tube | |
| | Hand Auger | |
| | Texas Cone | |

The stratification lines represent approximate boundaries. The transition may be gradual.



Professional Service Industries, Inc.
 480 North Street
 Springfield, IL 62704
 Telephone: 217-544-6663
 Fax: 214-544-6148

LOG OF BORING B-3

Sheet 1 of 1

PSI Job No.: 020-85023
 Project: Soil Borings for Bridge Replacement
 Location: Section 06-00088-00-BR
 F.A.S. 733 (C.H. 20) over Macoupin Creek
 Macoupin County, Illinois

Drilling Method: Hollow Stem Auger
 Sampling Method: Split Spoon/Rock Coring
 Hammer Type: CME Automatic
 Boring Location: Sta. 96+05 36R

| WATER LEVELS | |
|-------------------|---------|
| ▽ While Drilling | 13 feet |
| ▽ Upon Completion | --- |
| ▽ Delay | N/A --- |

| Elevation (feet) | Depth, (feet) | Graphic Log | Sample Type | Sample No. | Recovery (inches) | MATERIAL DESCRIPTION | USCS Classification | SPT Blows per 6-inch (SS) Push Pressure (ST) RQD & Recovery % (NX) | STANDARD PENETRATION TEST DATA | | Additional Remarks |
|-----------------------------|---------------|-------------|-------------|------------|-------------------|--|---------------------|--|--------------------------------|------------|-------------------------------|
| | | | | | | | | | N in blows/ft ⊙ | Moisture % | |
| Station: N/A Offset: N/A | | | | | | Surface Elev.: 571.2 ft | | | | | |
| 570 | 0 | | | 1 | 10 | Surface: Heavy Organics to 6" Dark gray silty CLAY, trace fine sand | CL | 2-1-1 N=2 | 21 | ⊙ | Q _u = 4.5 tsf |
| | | | | 2 | 16 | Brown fine to medium SAND, some silty CLAY, loose, moist | SP | 5-6-5 N=11 | 16 | ⊙ | Q _u = 0.2 tsf |
| 565 | 5 | | | 3 | 18 | Brown / dark gray silty CLAY, stiff, slightly moist | CL | 3-2-2 N=4 | 24 | ⊙ | Q _u = 0.8 tsf |
| | | | | 4 | 18 | Gray clayey SILT, with fine sand, soft to firm, moist | ML | 3-3-3 N=6 | 23 | ⊙ | |
| 560 | 10 | | | 5 | 18 | | ML | 3-2-3 N=5 | 22 | ⊙ | |
| | | | | 6 | 18 | | CL | 0-0-0 N=0 | 27 | ⊙ | |
| 555 | 15 | | | 7 | 18 | Gray weathered SHALE, with fine sand, very stiff, slightly moist | CL | 0-9-19 N=28 | 10 | ⊙ | |
| | | | | 8 | 2 | BOULDER | BOULDER | 50/2" | 2 | ⊙ | >> Q _u = 556.0 tsf |
| 550 | 20 | | | 9 | 33 | Gray SHALE, hard, slightly moist | | RQD=40 Rec=55% | | | |
| 545 | 25 | | | 10 | 24 | | CL | RQD=0 Rec=100% | | | |
| | | | | 11 | 36 | | | RQD=0 Rec=60% | | | |
| 540 | 30 | | | | | Boring terminated at 32' | | | | | |

| | | |
|--------------------------------|---------------|------------|
| Completion Depth: 32.0 ft | Sample Types: | Latitude: |
| Date Boring Started: 6/19/08 | Auger Cutting | Longitude: |
| Date Boring Completed: 6/19/08 | Split-Spoon | Remarks: |
| Logged By: Harry Waters | Rock Core | |
| Drilling Contractor: PSI, Inc. | Shelby Tube | |
| | Hand Auger | |
| | Texas Cone | |

The stratification lines represent approximate boundaries. The transition may be gradual.



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

REPLY TO
ATTENTION OF:

January 30, 2008

Regulatory Branch
File Number: MVS-2008-62

Mr. Thomas Reinhart
Macoupin County Engineer
Macoupin County Highway Department
21480 Route 4
Carlinville, Illinois 62626

Dear Mr. Reinhart:

We have reviewed your application dated January 18, 2008, submitted on your behalf by Mr. Richard Allender, Allen Henderson & Associates Inc., reference the replacement of the bridge structure carrying FAS 733 (CH 20) over Macoupin Creek, Macoupin County, Illinois. **This letter authorizes the replacement of the bridge structure (Section 06-00088-00-BR) carrying FAS 733 (CH 20) over Macoupin Creek, approximately 3 miles south of Standard City, Macoupin County, Illinois.** Macoupin Creek is a tributary to the Illinois River. More specifically, the project is located in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 20, Township 10 North, and Range 06- West of the 3rd Principal Meridian.

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

The Corps of Engineers has determined that this activity will have no affect on endangered species, and is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for linear transportation projects, as described in the March 12, 2007, Federal Register, Reissuance of Nationwide Permits; Notice (72 FR 11183), Appendix A (B)(14). **This permit verification is valid until March 18, 2012.** Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

In accordance with General Condition number 26 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered

null and void.

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

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

b. Any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all state statues, as determined by the Illinois EPA.

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

d. The applicant shall not cause: (1) violation of applicable provisions of the Illinois Environmental Protection Act; (2) water pollution defined and prohibited by the Illinois Environmental Protection Act; (3) violation of applicable water quality standards of the Illinois Pollution Control Board, Title 35, Subtitle C: Water Pollution Rules and Regulation; (4) or interference with water use practices near public recreation areas or water supply intakes.

e. All areas affected by construction shall be mulched and seeded as soon after construction as possible. The applicant shall undertake necessary measures and procedures to reduce erosion during construction. Interim measures to prevent erosion during construction shall be taken and may include the installation of staked straw bales, sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining an NPDES Storm Water Permit prior to initiating construction if the construction activity associated with the project will result in the disturbance of 1 (one) or more acres, total land area. An NPDES Storm Water Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Agency's Division of Water Pollution Control, Permit Section.

f. The applicant shall implement erosion control measures consistent with the "Illinois Urban Manual" (IEPA/USDA, NRCS; 2002).

g. Temporary work pads, cofferdams, access roads and other temporary fills shall be constructed of clean coarse aggregate or non-erodible non-earthen fill material that will not cause siltation. Sandbags, pre-fabricated rigid materials, sheet piling, inflatable bladders and fabric lined basins may be used for temporary facilities.

h. The applicant for Nationwide Permit 14 that uses temporary work pads, cofferdams, access roads and other temporary fills in order to perform work in creeks, streams, or rivers shall maintain flow in these waters by utilizing dam and pumping, fluming, culverts or other such techniques.

i. Case specific water quality certification from the Illinois EPA will be required for projects that involve dredge and fill activities in bogs, fens or forested wetlands defined as follows:

1. A bog is a low nutrient peatland, usually in a glacial depression, that is acidic in the surface stratum and often dominated at least in part by the genus *Sphagnum*. P.
2. A fen is a peatland, herbaceous (including calcareous floating mats) or wooded, with calcareous groundwater flow.
3. A forested wetland is a wetland dominated by native woody vegetation with at least one of the following species or genera present: *Carya* spp., *Cephalanthus occidentalis*, *Cornus alternifolia*, *Fraxinus nigra*, *Juglans cinerea*, *Nyssa sylvatica*, *Quercus* spp., *Thuja occidentalis*, *Betula nigra*, *Betula alleghaniensis*, *Betula papyrifera* and *Fagus grandifolia*.

Furthermore, to ensure projects authorized by this Nationwide Permit will result in minimal adverse effects to the aquatic environment, the following Regional Conditions were developed for projects proposed within the state of Illinois:

1. Bank stabilization projects involving armoring of the streambank with riprap or the construction of retaining walls within High Value Subwatersheds exceeding 250 feet will require a PCN to the Corps of Engineers in accordance with General Condition No. 27.

2. A proposed activity to be authorized under Nationwide Permits 12 or 14 within the Cache River Wetlands Areas (Alexander and Pulaski Counties), Kaskaskia River (Clinton, St. Clair, and Washington Counties), or Wabash River (Gallatin and White Counties) will require a PCN to the Corps of Engineers in accordance with General Condition No. 27.

3. Stormwater management facilities shall not be located within an intermittent stream, except of NWPs 21,49 or 50.

4. For newly constructed channels through areas that are unvegetated, native grass filter strips, or a riparian buffer with native trees or shrubs a minimum of 25 feet wide from the top of bank must be planted along both sides of the new channel.

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

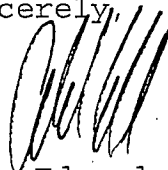
You are reminded that the **permit** is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR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

The **jurisdictional determination** for this project is considered a **Preliminary** jurisdictional determination in accordance with Corps regulations at 33 CFR Part 331. A preliminary jurisdictional determination is not appealable. If you wish, you may request an Approved Jurisdictional Determination (which may be appealed) by contacting our office for further instruction.

The **jurisdictional determination** is valid for a period of five years from the date of this letter unless new information warrants revision of this determination before the expiration date.

If you have any questions please contact Chuck Crocker at
(314) 331-8584. Please refer to file number MVS-2008-62.

Sincerely,



Alan Edmondson
Project Manager
Illinois Permits Region

Enclosures

Copy Furnished: (w/o enclosures)

Mauer, IDNR
Allison, IEPA

Mr. Richard Allender
Allen Henderson & Associates, Inc.
907 South 4th
Springfield, Illinois 62703

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: January 30, 2008

File Number: MVS-2008-62

Name of Permittee: Thomas Reinhart, Macoupin Co. Hwy Dept.

River Basin/County/State: Illinois/Macoupin/Illinois

Project Manager: Alan Edmondson

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

**U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833**

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

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

Signature of Permittee

Date



U.S Army Corps
Of Engineers
St. Louis District

Nationwide Permit Summary

No. 14, LINEAR TRANSPORTATION PROJECTS

(NWP Final Notice, 72 FR 11183)

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

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

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

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10 acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 27.) (Sections 10 and 404)

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

NATIONWIDE PERMIT CONDITIONS

General Conditions: **Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as appropriate, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act

Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. Culverts placed in streams must be installed to maintain low flow conditions.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety.

15. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency in the area (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

16. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

17. Endangered Species. (a) No activity is authorized under any NWP which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees shall notify the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been

satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that may be affected by the proposed work or that utilize the designated critical habitat that may be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, both lethal and non-lethal "takes" of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> and <http://www.noaa.gov/fisheries.html> respectively.

18. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required.

19. Designated Critical Resource Waters. Critical resource waters include, NOAA-designated marine sanctuaries, National Estuarine Research Reserves, state natural heritage sites, and outstanding national resource waters or other waters officially designated by a state as having particular environmental or ecological significance and identified by the district engineer after notice and opportunity for public comment. The district engineer may also designate additional critical resource waters after notice and opportunity for comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, and 50 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWP 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 27, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

20. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10 acre and require pre-construction notification, unless the district engineer determines in writing that some other form of mitigation would be more environmentally appropriate and provides a project-specific waiver of this requirement. For wetland losses of 1/10 acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream restoration, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2 acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2 acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet

wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee arrangements or separate activity-specific compensatory mitigation. In all cases, the mitigation provisions will specify the party responsible for accomplishing and/or complying with the mitigation plan.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

21. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

22. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

23. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

24. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

25. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature: "When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide

permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

26. Compliance Certification. Each permittee who received an NWP verification from the Corps must submit a signed certification regarding the completed work and any required mitigation. The certification form must be forwarded by the Corps with the NWP verification letter and will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general or specific conditions;

(b) A statement that any required mitigation was completed in accordance with the permit conditions; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

27. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, as a general rule, will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) Forty-five calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 17 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 18 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) is completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee cannot begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the

NWP. (Sketches usually clarify the project and when provided result in a quicker decision.);

(4) The PCN must include a delineation of special aquatic sites and other waters of the United States on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters of the United States, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, where appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10 acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP 48 activities requiring pre-construction notification and for other NWP activities requiring pre-construction notification to the district engineer that result in the loss of greater than 1/2-acre of waters of the United States, the district engineer will immediately provide (e.g., via facsimile transmission, overnight mail, or other expeditious manner) a copy of the PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will then have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame, but will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps multiple copies of pre-construction notifications to expedite agency coordination.

(5) For NWP 48 activities that require reporting, the district engineer will provide a copy of each report within 10 calendar days of receipt to the appropriate regional office of the NMFS.

(e) **District Engineer's Decision:** In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If the proposed activity requires a PCN and will result in a loss of greater than 1/10 acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed work are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any conditions the district engineer deems necessary. The district engineer must approve any compensatory mitigation proposal before the permittee commences work. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (1) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (2) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (3) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period. The authorization will include the necessary conceptual or specific mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan.

28. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

FURTHER INFORMATION

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

DEFINITIONS

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration, establishment (creation), enhancement, or preservation of aquatic resources for the purpose of compensating for unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse

effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(e)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For

the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects waterbodies with their adjacent uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 20.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete project: The term "single and complete project" is defined at 33 CFR 330.2(l) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete project must have independent utility (see definition). For linear projects, a "single and complete project" is all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single waterbody several times at separate and distant locations, each crossing is considered a single and complete project. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and

measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States that, during a year with normal patterns of precipitation, has water flowing or standing above ground to the extent that an ordinary high water mark (OHWM) or other indicators of jurisdiction can be determined, as well as any wetland area (see 33 CFR 328.3(b)). If a jurisdictional wetland is adjacent--meaning bordering, contiguous, or neighboring--to a jurisdictional waterbody displaying an OHWM or other indicators of jurisdiction, that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of "waterbodies" include streams, rivers, lakes, ponds, and wetlands.



Route F.A.S. 733
Section 06-00088-00-BR
County Macoupin

Marked Rte. C.H. 20
Project No. BRS-0733(110)
Contract No. 93562

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.

Thomas Reinhart
Print Name
County Engineer
Title
Macoupin County Highway Department
Agency

Thomas A Reinhart
Signature
December 6, 2011
Date

I. Site Description:

A. Provide a description of the project location (include latitude and longitude):

The project is located on F.A.S. 733 (C.H. 20) approxiamtely 3 miles south of Standard City.

B. Provide a description of the construction activity which is the subject of this plan:

The proposed work consists of the removal of a structurally deficient bridge and the construction of a new threee span concrete deck bridge on welded steel plate girders, placement of Hot Mix Aspahl, earthwork and other incidental items of work.

C. Provide the estimated duration of this project:

120 days

D. The total area of the construction site is estimated to be 2.2 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 1.1 acres.

E. The following is a weighted average of the runoff coefficient for this project after construction activities are completed:

0.4

F. List all soils found within project boundaries. Include map unit name, slope information, and erosivity:

IL117, Hickory Loam - 10 to 18 percent slopes, eroded, Homen silt loam, 2 to 5 percent slopes, Coffeen Silt Loam, 0 to 2 percent slopes, frequently eroded.

G. Provide an aerial extent of wetland acreage at the site:

No wetlands are located within 250 feet of the project location.

No wetlands are located within 250 feet of the project location.

H. Provide a description of potentially erosive areas associated with this project:

The ditch areas that are cut for drainage at the project location are potentially erosive.

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):

Cutting the ditches and removing the existing roadway are the most soil disturbing activities.

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:

United States

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:

Macoupin 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 ditches flowing into Macoupin Creek are the areas that need protected.

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:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Soil Sediment | <input type="checkbox"/> Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) |
| <input type="checkbox"/> Concrete | <input type="checkbox"/> Antifreeze / Coolants |
| <input type="checkbox"/> Concrete Truck Waste | <input type="checkbox"/> Waste water from cleaning construction equipment |
| <input type="checkbox"/> Concrete Curing Compounds | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solid Waste Debris | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paints | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Solvents | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Fertilizers / Pesticides | <input type="checkbox"/> Other (specify) |

II. Controls:

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit 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:

- | | |
|---|---|
| <input type="checkbox"/> Preservation of Mature Vegetation | <input type="checkbox"/> Erosion Control Blanket / Mulching |
| <input type="checkbox"/> Vegetated Buffer Strips | <input type="checkbox"/> Sodding |
| <input type="checkbox"/> Protection of Trees | <input type="checkbox"/> Geotextiles |
| <input checked="" type="checkbox"/> Temporary Erosion Control Seeding | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Turf (Seeding, Class 7) | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Temporary Mulching | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Permanent Seeding | <input type="checkbox"/> Other (specify) |

Describe how the stabilization practices listed above will be utilized during construction:

Temporary Erosion Control Seeding will be placed during construction to minimize soil sedimentation.

Describe how the stabilization practices listed above will be utilized after construction activities have been completed:

Permanent Seeding will be placed as soon as all construction activity is completed to establish ground cover.

2. **Structural Practices:** Provided below is a description of structural practices that will be implemented, to the degree attainable, to divert flows from exposed soils, store flows or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Such practices may include but are not limited to: perimeter erosion barrier, earth dikes, drainage swales, sediment traps, ditch checks, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins. The installation of these devices may be subject to Section 404 of the Clean Water Act.

The following structural practices will be used for this project:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Perimeter Erosion Barrier | <input type="checkbox"/> Rock Outlet Protection |
| <input checked="" type="checkbox"/> Temporary Ditch Check | <input type="checkbox"/> Riprap |
| <input type="checkbox"/> Storm Drain Inlet Protection | <input type="checkbox"/> Gabions |
| <input type="checkbox"/> Sediment Trap | <input type="checkbox"/> Slope Mattress |
| <input type="checkbox"/> Temporary Pipe Slope Drain | <input type="checkbox"/> Retaining Walls |
| <input type="checkbox"/> Temporary Sediment Basin | <input type="checkbox"/> Slope Walls |
| <input type="checkbox"/> Temporary Stream Crossing | <input type="checkbox"/> Concrete Revetment Mats |
| <input type="checkbox"/> Stabilized Construction Exits | <input type="checkbox"/> Level Spreaders |
| <input type="checkbox"/> Turf Reinforcement Mats | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Check Dams | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Permanent Sediment Basin | <input type="checkbox"/> Other (specify) |
| <input checked="" type="checkbox"/> Aggregate Ditch | <input type="checkbox"/> Other (specify) |
| <input type="checkbox"/> Paved Ditch | <input type="checkbox"/> Other (specify) |

Describe how the structural practices listed above will be utilized during construction:

Temporary ditch checks and perimeter erosion barrier will be placed during construction activities to minimize discharge of exposed areas.

Describe how the structural practices listed above will be utilized after construction activities have been completed:

Aggregate Ditch will be placed on steep slopes to help minimize erosion and control sedimentation getting into the waterway.

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:

Not implemented on this project.

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:

Not Applicable.

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.

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.



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 F.A.S. 733 Marked Rte. C.H. 20
Section 06-00088-00-BR Project No. BRS-0733(110)
County Macoupin Contract No. 93562

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:

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.

COFFERDAMS

Effective: October 15, 2011

Replace Article 502.06 with the following.

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

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

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

503.14. After the excavation within the cofferdam has been completed and the piles have been driven (if applicable), and prior to placing the seal coat, the elevation of the bottom of the proposed seal coat shall be verified by soundings. The equipment and methods used to conduct the soundings shall meet the approval of the Engineer. Any material within the cofferdam above the approved bottom of the seal coat elevation shall be removed.

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

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

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

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

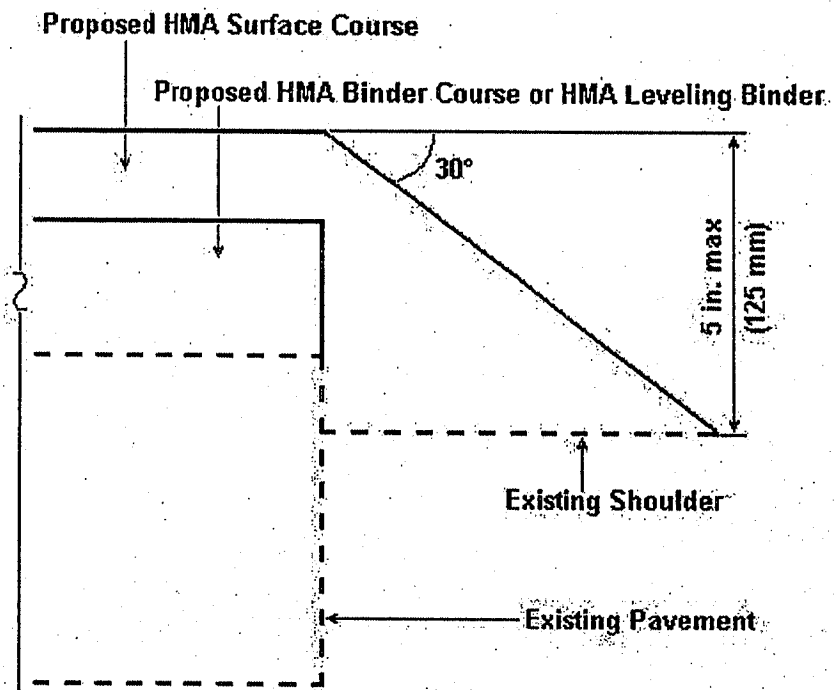
Cofferdam excavation will be measured for payment in cubic yards (cubic meters) in its original position within the cofferdam. Unless otherwise shown on the plans, the horizontal dimensions used in computing the volume will not extend beyond vertical planes 2 ft (600 mm) outside of the edges of the substructure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

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

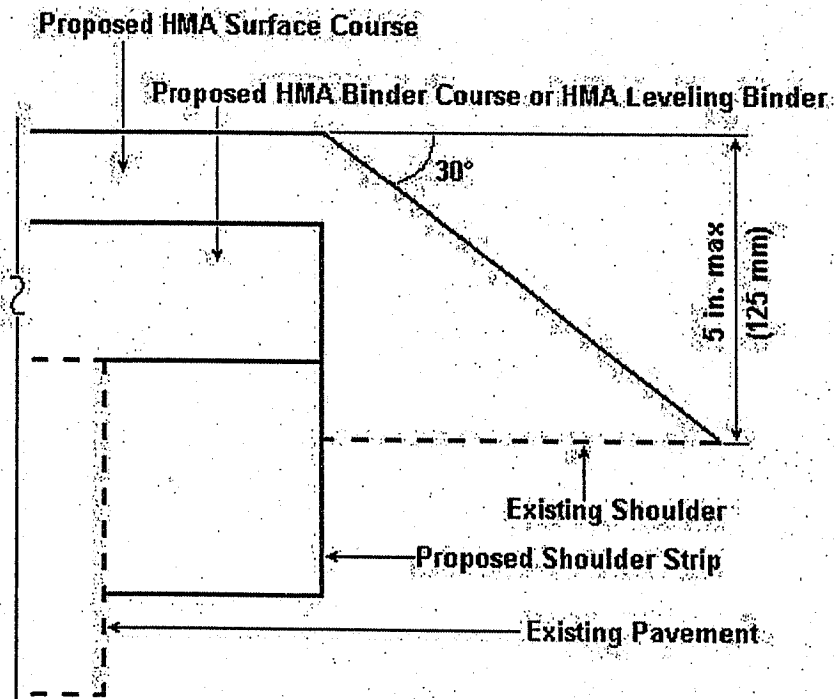
Cofferdams, when specified, will be paid for at the contract unit price per each for COFFERDAM (TYPE 1) or COFFERDAM (TYPE 2), at the locations specified.

SAFETY EDGE

Effective: April 1, 2011



Safety Edge at Edge of Pavement



Safety Edge at Edge of Shoulder Strips

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

SPECIAL PROVISION
FOR
COOPERATION WITH UTILITIES

Effective: January 1, 1999
Revised: January 1, 2007

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

Replace Article 105.07 of the Standard Specifications with the following:

105.07 Cooperation with Utilities. 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.

When the plans or special provisions include information pertaining to the location of underground utility facilities, such information represents only the opinion of the Department as to the location of such utilities and is only included for the convenience of the bidder. The Department assumes no responsibility in respect to the sufficiency or the accuracy of the information shown on the plans relative to the location of the underground utility facilities.

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 existing 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. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be shown on the plans and/or covered by Special Provisions.

When the Contractor discovers a utility has not been adjusted by the owner or the owner's representative as indicated in the contract documents, or the utility is not shown on the plans or described in the Special Provisions as to be adjusted in conjunction with construction, the Contractor shall not interfere with said utility, and 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.

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

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway. For the purpose of this Article, limits of proposed construction for utilities extending in the same longitudinal direction as the roadway, shall be defined as follows:

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 600 mm (2 ft) 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 1.2 m (4 ft) outside the edges of structure footings or the structure where no footings are required.

(2) The upper vertical limits shall be the regulations governing the roadbed clearance for the specific utility involved.

(3) The lower vertical limits shall be the 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. For the purpose of this Article, limits of proposed construction for utilities crossing the roadway in a generally transverse direction shall be defined as follows:

(1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction unless otherwise required by the regulations governing the specific utility involved.

(2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

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

The Contractor shall request all utility owners to field locate their facilities according to Article 107.31. The Engineer may make the request for location from the utility after receipt of notice from the Contractor. On request, the Engineer will make an inspection to verify that the utility company has field located its facilities, but will not assume responsibility for the accuracy of such work. The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners. This field location procedure may be waived if the utility owner has stated in writing to the Department it is satisfied the construction plans are sufficiently accurate. If the utility owner does not submit such statement to the Department, and they do not field locate their facilities in both horizontal and vertical alignment, 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 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 orally and in writing.

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 nonexecution 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.

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.

No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from the said utility facilities or the operation of relocating the said utility facilities.

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

SPECIAL PROVISION
FOR
INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

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

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Macoupin County Highway Department

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

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets
SPECIAL PROVISION
FOR
CONSTRUCTION AND MAINTENANCE SIGNS

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

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

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

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

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.”

80275

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.

80237

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.

80239

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 15.00 % 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 is 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, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (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 may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

80029

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 | <u>Allowed Alone or in Combination:</u> 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 | <u>Allowed Alone or in Combination:</u> Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{1/} Crushed Concrete |

| Use | Mixture | Aggregates Allowed | |
|------------------------------|---|--|---|
| HMA High ESAL Low ESAL | Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder | <u>Allowed Alone or in Combination:</u> 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 | <u>Allowed Alone or in Combination:</u> Crushed Gravel Carbonate Crushed Stone ^{2/} Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag ^{4/} Crushed Concrete ^{3/} | |
| HMA High ESAL | D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface | <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/} | |
| | | <u>Other Combinations Allowed:</u> | |
| | | <i>Up to...</i> | <i>With...</i> |
| | | 25% Limestone | Dolomite |
| | | 50% Limestone | Any Mixture D aggregate other than Dolomite |
| 75% Limestone | Crushed Slag (ACBF) ^{5/} or Crushed Sandstone | | |

| Use | Mixture | Aggregates Allowed | | | | | | | | |
|--|--|--|-------------------------|----------------|----------------------------|-------------------------|----------------------------|--|--|---|
| HMA High ESAL | E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface | <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. | | | | | | | | |
| | | <u>Other Combinations Allowed:</u> | | | | | | | | |
| | | <table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></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> </table> | <i>Up to...</i> | <i>With...</i> | 50% Dolomite ^{2/} | Any Mixture E aggregate | 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone | 75% Crushed Gravel or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/} |
| | | <i>Up to...</i> | <i>With...</i> | | | | | | | |
| | | 50% Dolomite ^{2/} | Any Mixture E aggregate | | | | | | | |
| 75% Dolomite ^{2/} | Crushed Sandstone, Crushed Slag (ACBF) ^{5/} , Crushed Steel Slag ^{5/} , or Crystalline Crushed Stone | | | | | | | | | |
| 75% Crushed Gravel or Crushed Concrete ^{3/} | Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) ^{5/} , or Crushed Steel Slag ^{5/} | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| HMA High ESAL | F Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface | <u>Allowed Alone or in Combination:</u> Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) ^{5/} Crushed Steel Slag ^{5/} No Limestone. | | | | | | | | |
| | | <u>Other Combinations Allowed:</u> | | | | | | | | |
| | | <table border="1"> <tr> <td><i>Up to...</i></td> <td><i>With...</i></td> </tr> </table> | <i>Up to...</i> | <i>With...</i> | | | | | | |
| <i>Up to...</i> | <i>With...</i> | | | | | | | | | |

| Use | Mixture | Aggregates Allowed | |
|-----|---------|--|--|
| | | 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."

80265

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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 \geq 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 \geq 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%" |

80246

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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) |

80203

CS

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

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

80022

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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 Conic. | Use | Specification Section Reference | Cement Factor cw/cu yd (3) | | Water / Cement Ratio lb/lb | Sump in. (4) | Mix Design Compressive Strength (Flexural Strength) | | | Air Content % | Coarse Aggregate Gradations (14) |
|-----------------|--|---------------------------------|-------------------------------|-------------------|-------------------------------|--------------|---|------------------|-----------|---|----------------------------------|
| | | | Min. | Max | | | psi, minimum | | | | |
| | | | | | | | 3 | 14 | 28 | | |
| PV | Pavement | 420 or 421 | | | | | | | | | |
| | Base Course | 353 | 5.65 (1) | 7.05 | 0.32 - 0.42 | 2 - 4 | 3500 | 3500 | 5.0 - 8.0 | CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14 | |
| | Base Course Widening | 354 | 6.05 (2) | | | (5) | (650) | | | | |
| | Driveway Pavement | 423 | | | | | | | | | |
| | Shoulders | 483 | | | | | | | | | |
| PP | Shoulder Curb | 662 | | | | | | | | | |
| | Pavement Patching | | | | | | | | | | |
| | Bridge Deck Patching (10) | 442 | | | | | | | | | |
| | PP-1 | | 6.50 (Ty III) | 7.50 (Ty III) | 0.32 - 0.44 | 2 - 4 | at 48 hours | 3200 (600) | 4.0 - 7.0 | CA 7, CA 11, CA 13, CA 14, or CA 16 | |
| | PP-2 | | 7.35 (Ty III) (6) | 7.35 | 0.32 - 0.38 | 2 - 6 | at 24 hours | at 24 hours | 4.0 - 6.0 | | |
| RR | PP-3 | | 6.00 (9) | 7.35 (Ty III) (6) | 0.32 - 0.35 | 2 - 4 | at 16 hours | at 16 hours | 4.0 - 6.0 | | |
| | PP-4 | | 6.75 (9) | 6.25 (9) | 0.32 - 0.50 | 2 - 6 | at 8 hours | at 8 hours | 4.0 - 6.0 | | |
| | PP-5 | | 6.75 (9) | 6.75 (9) | 0.32 - 0.40 | 2 - 8 | at 4 hours | at 4 hours | 4.0 - 6.0 | CA 13, CA 14, or CA 16 | |
| BS | Railroad Crossing | 422 | 6.50 (Ty III) | 7.50 (Ty III) | 0.32 - 0.44 | 2 - 4 | 3500 (650) | 3500 (650) | 4.0 - 7.0 | CA 7, CA 11, or CA 14 | |
| | Bridge Superstructure | | 6.05 | 7.05 | 0.32 - 0.44 | 2 - 4 | 4000 (675) | 4000 (675) | 5.0 - 8.0 | CA 7, CA 11, or CA 14 (7) | |
| PC | Bridge Approach Slab | 503 | | | | | | | | | |
| | Various Precast Concrete Items | 1042 | 5.65 (Ty III) | 7.05 (Ty III) | 0.32 - 0.44 | 1 - 4 | See Section 1042 | See Section 1042 | 5.0 - 8.0 | CA 7, CA 11, CA 13, CA 14, CA 16, or CA 7 & CA 16 | |
| PS | Wet Cast | | 5.65 (Ty III) | 7.05 (Ty III) | 0.25 - 0.40 | 0 - 1 | | | N/A | CA 11 (11), CA 13, CA 14 (11), or CA 16 | |
| | Dry Cast | | 5.65 (Ty III) | 7.05 (Ty III) | 0.32 - 0.44 | 1 - 4 | | | 5.0 - 8.0 | | |
| | Precast Prestressed Members | 504 | | | | | | | | | |
| PS | Precast Prestressed Piles and Extensions | 512 | 5.65 (Ty III) | 7.05 (Ty III) | | | | | | | |
| | Precast Prestressed Sight Screen | 639 | | | | | | | | | |

TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA

| Class of Conc. | Use | Specification Section Reference | Cement Factor cw/cu yd (3) | | Water / Cement Ratio lb/lb | Sump In. (4) | Mix Design Compressive Strength (Flexural Strength) | | | Air Content % | Coarse Aggregate Gradations (14) |
|----------------|--|---------------------------------|-------------------------------|------|-------------------------------|-----------------|--|----|----|-------------------|--|
| | | | Min. | Max | | | psi, minimum Days | | | | |
| | | | | | | | 3 | 14 | 28 | | |
| DS | Drilled Shaft (12) | 516 | 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. |
| | Metal Shell Piles (12) | 512 | | | | | | | | | |
| | Sign Structures | 734 | | | | | | | | | |
| | Drilled Shaft (12) | | | | | | | | | | |
| | Light Tower Foundation (12) | 837 | | | | | | | | | |
| 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) | 503 | | | | | | | | | |
| | Sidewalk | 424 | | | | | | | | | |
| | Slope Wall | 511 | | | | | | | | | |
| | Encasement | 512 | | | | | | | | | |
| | Box Culverts | 540 | | | | | | | | | |
| | End Section and Collar | 542 | | | | | | | | | |
| | Curb, Gutter, Curb & Gutter, Median, and Paved Ditch | | | | | | | | | | |
| | Concrete Barrier | 606 | | | | | | | | | |
| | Sign Structures | 637 | | | | | | | | | |
| | Spread Footing | 734 | | | | | | | | | |
| | Concrete Foundation | | 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) |
| | Pole Foundation (12) | 836 | | | | | | | | | |
| | Traffic Signal Foundation | 878 | | | | | | | | | |
| | Drilled Shaft (12) | | | | | | | | | | |
| | Square or Rectangular | | | | | | | | | | |

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 °F, 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.

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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 | Sump mm (4) | Mix Design Compressive Strength (Flexural Strength) kPa, minimum | | | Air Content % | Coarse Aggregate Gradations (14) | |
|----------------|--|---------------------------------|------------------------------|------------------|-------------------------------|----------------|---|------------------------------|-----------|---|---|----|
| | | | Min. | Max. | | | Days | 3 | 14 | | | 28 |
| | | | | | | | | | | | | |
| PV | Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb Pavement Patching Bridge Deck Patching (10) | 420 or 421 | | | 0.32 - 0.42 | 50 - 100 (5) | | | | 5.0 - 8.0 | CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14 | |
| | | 353 | 335 (1) | 418 | | | | | | | | |
| | | 354 | 360 (2) | | | | | | | | | |
| | | 423 | | | | | | | | | | |
| | | 483 | | | | | | | | | | |
| | | 662 | | | | | | | | | | |
| PP | Pavement Patching Bridge Deck Patching (10) | 442 | | | | | | | | | | |
| | | | 385 | 445 | 0.32 - 0.44 | 50 - 100 | | 22,100 (4150) | | | CA 7, CA 11, CA 13, CA 14, or CA 16 | |
| | | | 365 (TY III) | 425 (TY III) | 0.32 - 0.38 | 50 - 150 | | Article 701.17(e)(3)b. | | | | |
| | | | 435 | 435 | 0.32 - 0.35 | 50 - 100 | | | | | | |
| | | | 435 (TY III) (8) | 435 (TY III) (8) | 0.32 - 0.50 | 50 - 150 | | | | | | |
| | | | 355 (9) | 370 (9) | 0.32 - 0.40 | 50 - 200 | | | | | | |
| RR | Railroad Crossing | 422 | 385 | 445 | 0.32 - 0.44 | 50 - 100 | | 24,000 (4500) at 48 hours | 4.0 - 7.0 | CA 7, CA 11, or CA 14 | | |
| | | | 365 (TY III) | 425 (TY III) | 0.32 - 0.44 | 50 - 100 | | | | | | |
| 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 | 418 | 0.32 - 0.44 | 25 - 100 | | See Section 1042 | 5.0 - 8.0 | CA 7, CA 11; CA 13, CA 14, CA 16, or CA 7 & CA 16 | | |
| | | | 335 (TY III) | 418 (TY III) | 0.25 - 0.40 | 0 - 25 | | | | | | |
| PS | Precast Prestressed Members Extensions | 504 | 335 | 418 | 0.32 - 0.44 | 25 - 100 | | Plans | 5.0 - 8.0 | CA 11 (11), CA 13, CA 14 (11), or CA 16 | | |
| | | 512 | 335 (TY III) | 418 (TY III) | | | | | 34,500 | | | |
| | Precast Prestressed Sight Screen | 639 | | | | | | | 24,000 | | | |

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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 | S u m m (4) | Mix Design Compressive Strength (Flexural Strength) kPa, minimum | | | Air Content % | Coarse Aggregate Gradations (14) |
|---------------------------|--|---------------------------------|---------------------------|------|----------------------------|---------------|--|----|-------------------|---|----------------------------------|
| | | | Min. | Max. | | | Days | | | | |
| | | | | | | | 3 | 14 | 28 | | |
| DS | Drilled Shaft (12) | 516 | 395 | 418 | 0.32 - 0.44 | 150 - 200 (6) | 27,500 (4650) | | 5.0 - 6.0 | CA 13, CA 14, CA 16, or a blend of these gradations. | |
| | Metal Shell Piles (12) | 512 | | | | | | | | | |
| | Sign Structures | 734 | | | | | | | | | |
| SC | Drilled Shaft (12) | 837 | 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 | |
| | Light Tower Foundation (12) | | | | | | | | | | |
| | Seal Coat | 503 | | | | | | | | | |
| SI | Structures (except Superstructure) | 503 | 335 (1) 360 (2) | 418 | 0.32 - 0.44 | 50 - 100 (5) | 24,000 (4500) | | 5.0 - 6.0 | CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 7 & CA 11, CA 13, CA 14, or CA 16 (13) | |
| | Sidewalk | 424 | | | | | | | | | |
| | Slope Wall | 511 | | | | | | | | | |
| | Encasement | 512 | | | | | | | | | |
| | Box Culverts | 540 | | | | | | | | | |
| | End Section and Collar | 542 | | | | | | | | | |
| | Curb, Gutter, Curb & Gutter, Median, and Paved Ditch | 606 | | | | | | | | | |
| | Concrete Barrier | 637 | | | | | | | | | |
| | Sign Structures | 734 | | | | | | | | | |
| | Spread Footing | | | | | | | | | | |
| Concrete Foundation | 836 | | | | | | | | | | |
| Pole Foundation (12) | 878 | | | | | | | | | | |
| Traffic Signal Foundation | | | | | | | | | | | |
| Drilled Shaft (12) | | | | | | | | | | | |
| Square or Rectangular | | | | | | | | | | | |

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 °C, 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-silica 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:

$$\text{Weighted Expansion Value} = (a/100 \times A) + (b/100 \times B) + (c/100 \times C) + \dots$$

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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$) 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 ($\text{Na}_2\text{O} + 0.658\text{K}_2\text{O}$), 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 | 1020.13(a)(1)(2)(3)(4)(5) ^{4/5/} | 3 | 1020.13(c) ^{16/} |
| Curb & Gutter | | | |
| Sidewalk | | | |
| Slope Wall | | | |
| Paved Ditch | | | |
| Catch Basin | | | |
| Manhole | 1020.13(a)(1)(2)(3)(4)(5) ^{4/} | 3 | 1020.13(c) |
| Inlet | | | |
| Valve Vault | | | |
| 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) ^{17/} | 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) ^{17/} | 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 | 1020.13(a)(3)(5) ^{9/10/} | As ^{13/} | 9/ |
| Other Structural Members | | Required | |
| All Other Precast Items | 1020.13(a)(3)(4)(5) ^{2/ 8/ 10/} | As ^{14/} | 9/ |
| | | Required | |
| 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 may be 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.

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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, Pycnometer Jar, or T 255 |
| | Moisture ^{4/} : Coarse Aggregate | As needed to control production for each gradation number | Dunagan, Pycnometer 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 conveyed. 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 conveyed, 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."

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 | | |
|--------------------------------|--------------------------|---------|------------------------------------|
| | Binder/Leveling Binder | Surface | Polymer Modified ^{3/, 4/} |
| Ndesign | | | |
| 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."

80172

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/} Ndesign | Level 1 – Maximum Asphalt Binder Replacement, % | | |
|---|---|---------|---------------------------------------|
| | 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 |
| 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.

SAFETY EDGE (BDE)

Effective: April 1, 2011

Add the following to Article 406.06 of the Standard Specifications:

- "(h) Safety Edge. The HMA surface course at the edge of pavement, or edge of shoulder strip, shall be finished with a safety edge as shown on the plans.

The device which forms the safety edge shall be mounted on the paver screed against the end gate and shall be removable or be able to be lifted when not in use. The device shall be designed to maintain contact with surface of the shoulder and allow automatic transition to cross roads, driveways and obstructions. The device shall also constrain the HMA material and increase the consolidation of the extruded profile. The use of a conventional single plate strike-off will not be allowed.

Rollers will not be allowed on the sloped face of the safety edge."

80271

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.

80132

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:

$$SCA = Q \times D$$

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

$$D = MPI_M - MPI_L$$

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

$MPI_L =$ The Materials Cost Index for steel as published by the Engineering News-Record for the month prior to the letting. The indices will be converted from dollars per 100 lb to dollars per lb (kg).

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

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

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

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

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

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

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

Attachment

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

Return With Bid

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**

**OPTION FOR
STEEL COST ADJUSTMENT**

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

Contract No.: _____

Company Name: _____

Contractor's Option:

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

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

Signature: _____ **Date:** _____

80127

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.

80143

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.

80286

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.”

80273

TRAINING SPECIAL PROVISIONS (BDE)

Effective: October 15, 1975

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

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

The Contractor shall provide on-the-job training aimed at developing full journeyman in the type of trade or job classification involved. The number of trainees to be trained under this contract will be one (1). In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also insure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within the reasonable area of recruitment. Prior to commencing construction, the Contractor shall submit to the Illinois Department of Transportation for approval the number of trainees to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter.

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

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

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

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

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

It is not required that all trainees be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided

acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

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

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

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

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

20338

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

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ATTACHMENTS

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

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

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

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

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

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

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

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

II. NONDISCRIMINATION

(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 advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as

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

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any cost reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not 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 than 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 explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in

this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

- covered transactions by any Federal department or agency;
- b.** Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d.** Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

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

- a.** By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b.** The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c.** The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d.** The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e.** The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f.** The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g.** A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

- required to, check the Nonprocurement List.
- h.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealing.
- i.** Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion-Lower Tier Covered Transactions:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not

more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**MINIMUM WAGES FOR FEDERAL AND FEDERALLY
ASSISTED CONSTRUCTION CONTRACTS**

This project is funded, in part, with Federal-aid funds and, as such, is subject to the provisions of the Davis-Bacon Act of March 3, 1931, as amended (46 Sta. 1494, as amended, 40 U.S.C. 276a) and of other Federal statutes referred to in a 29 CFR Part 1, Appendix A, as well as such additional statutes as may from time to time be enacted containing provisions for the payment of wages determined to be prevailing by the Secretary of Labor in accordance with the Davis-Bacon Act and pursuant to the provisions of 29 CFR Part 1. The prevailing rates and fringe benefits shown in the General Wage Determination Decisions issued by the U.S. Department of Labor shall, in accordance with the provisions of the foregoing statutes, constitute the minimum wages payable on Federal and federally assisted construction projects to laborers and mechanics of the specified classes engaged on contract work of the character and in the localities described therein.

General Wage Determination Decisions, modifications and supersedes decisions thereto are to be used in accordance with the provisions of 29 CFR Parts 1 and 5. Accordingly, the applicable decision, together with any modifications issued, must be made a part of every contract for performance of the described work within the geographic area indicated as required by an applicable DBRA Federal prevailing wage law and 29 CFR Part 5. The wage rates and fringe benefits contained in the General Wage Determination Decision 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.