#### **INSTRUCTIONS**

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

#### **PREQUALIFICATION**

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

#### WHO CAN BID?

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

#### **REQUESTS FOR AUTHORIZATION TO BID**

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

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

**ABOUT AUTHORIZATION TO BID:** Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions. 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 service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

#### IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.

Addenda questions may be directed to the Contracts Office at (217)782-7806 or 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 Illinois Office Affidavit (Not applicable to federally funded projects) insert your affidavit after page 4 along with your Cost Adjustments for Steel, Bituminous and Fuel (if applicable). Cover page (the sheet that has the item number on it) followed by your bid (the Pay Items). If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package. Page 4 (Item 9) – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name. address, general type of work to be performed and the dollar amount (if over \$50,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank. Page 10 (Paragraph J) - Check "YES" or "NO" whether your company has any business in Iran. Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the Union Local Name and number or certified training programs that you have in place. Your bid will not be read if this is not completed. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT. Page 11 (Paragraph L) - A copy of your State Board of Elections certificate of registration is no longer required with your bid. Page 11 (Paragraph M) – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.

Page 12 (Paragraph C) – This is a work sheet to determine if a completed Form A is required. It is not

part of the form and you do not need to make copies for each Form A that is filled out.

☐ Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable per Copies of the Forms can be used and only need to be changed when the financial infocertification signature and date must be original for each letting. Do not staple the form	ormation changes. The
If you answered "NO" to all of the questions in Paragraph C (page 12), complete the fi with your company information and then sign and date the Not Applicable statement o	
☐ Page 18 (Form B) - If you check "YES" to having other current or pending contract the phrase, "See Affidavit of Availability on file". Ownership Certification (at the botto N/A if the Form A you submitted accounts for 100 percent of the company ownership. percentage of ownership falls outside of the parameters that require reporting on the Findicates that the Form A you submitted is not correct and you will be required to submitted.	om of the page) - Check Check YES if any Form A. Checking NO
☐ Page 20 (Workforce Projection) – Be sure to include the Duration of the Project. the phrase "Per Contract Specifications".	It is acceptable to use
☐ <b>Bid Bond</b> – Submit your bid bond using the current Bid Bond Form provided in the The Power of Attorney page should be stapled to the Bid Bond. If you are using an elegatory bid bond number on the form and attach the Proof of Insurance printed from the Site.	ectronic bond, include
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – The last it be the DBE Utilization Plan (SBE 2026), followed by the DBE Participation Statement supporting paperwork. If you have documentation for a Good Faith Effort, it should fol	(SBE 2025) and
The Bid Letting is now available in streaming Audio/Video from the IDOT Web Si will be placed on the main page of the current letting on the day of the Letting. The str 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 link on the main page of the current letting.	day. You will find the
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 downloadsEstimates Unit	21 <i>1-1</i> 02-1800 217-785-3483
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Including Subcontractor documentation, payments	217-782-3413
Railroad Insurance	

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Proposal Submitted By	
Name	
Address	
City	

### Letting January 18, 2013

## NOTICE TO PROSP ECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 63754
COOK County
Section 10-00059-00-BR (Hanover Park)
Route LONGMEADOW LANE
Project BRM-9003(725)
District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:	
☐ A <u>Bid</u> <u>Bond</u> is included.	
☐ A Cashier's Check or a Certified Check is included	

Prepared by

F

Checked by

(Printed by authority of the State of Illinois)

#### Page intentionally left blank



#### **PROPOSAL**

#### TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of _	
. ,	cation Number (Mandatory) vement identified and advertised for bids in the Invitation for Bids as:
CC Se Pr Ro	ontract No. 63754 DOK County ection 10-00059-00-BR (Hanover Park) oject BRM-9003(725) oute LONGMEADOW LANE strict 1 Construction Funds

Project consists of the removal and replacement of the existing bridge with a d ouble barrel cast-in place culvert, embankment, sanitary sewer, HMA pavement, curb and gutter, sidewalk and all other incidental items to complete the work on Longmeadow Lane over West Branch of the DuPage River in the Village of Hanover Park.

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

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned further declares that he/she has carefully examined the proposal, plans, specifications, addenda form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>A</u>	mount o	of Bid	Proposal <u>Guaranty</u>	<u>Am</u>	ount o	Propo <u>f Bid</u> <u>Guara</u>	
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000\$100.	,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000 \$150	,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000 \$250,	,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000\$400.	,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000\$500	,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000\$600.	,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000\$700	,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000\$800	,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$900.	,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000\$1,000	,000

Bank cashier's checks or properly certified checks accompanying proposals shall be made payable to the Treasurer, State of Illinois, when the state is awarding authority; the county treasurer, when a county is the awarding authority; or the city, village, or town treasurer, when a city, village, or town is the awarding authority.

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

The amount of the proposal guaranty check is	\$(	). If this proposal is accepted
and the undersigned shall fail to execute a contract bond as required herein, it	t is hereby agreed that the amount of the	e proposal guaranty shall become
he property of the State of Illinois, and shall be considered as payment of dan	nages due to delay and other causes suf	ffered by the State because of the
ailure to execute said contract and contract bond; otherwise, the bid bond sh	hall become void or the proposal guarar	nty check shall be returned to the
undersigned		

# Attach Cashier's Check or Certified Check Here In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found. The proposal guaranty check will be found in the proposal for: Section No. County

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

			RETURN WITH BID		
6.	combinat combinat proportion	ion, he/she ion bid spe n to the bid	<b>PS.</b> The undersigned further agrees that if awarded the contract will perform the work in accordance with the requirements of ecified in the schedule below, and that the combination bid submitted for the same. If an error is found to exist in the gross a combination, the combination bid shall be corrected as provide	each individual proposal hall be prorated against s sum bid for one or more	comprising the each section in
		comprision of alternates	ombination bid is submitted, the schedule below must be cong the combination.  The bids are submitted for one or more of the sections comprision bid must be submitted for each alternate.		al
			Schedule of Combination Bids		
Co	mbination No.	1	Sections Included in Combination	Combination Dollars	Bid Cents
7.	schedule all extens schedule is an erro will be m The sche provided	of prices for sions and are appropriate are appropriate and and are	RICES. The undersigned bidder submits herewith, in accordant or the items of work for which bids are sought. The unit prices be summations have been made. The bidder understands that kimate and are provided for the purpose of obtaining a gross surension of the unit prices, the unit prices shall govern. Payment for actual quantities of work performed and accepted or materials titities of work to be done and materials to be furnished may be in the contract.	oid are in U.S. dollars and the quantities appearing in for the comparison of bi to the contractor awarded to furnished according to the increased, decreased or	d cents, and in the bid ds. If there the contract he contract.
8.	500/20-4	3) provides	O BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Proc that a person (other than an individual acting as a sole proprieto tate of Illinois prior to submitting the bid.		
9.	The serv	ices of a s	ubcontractor will be used.		
	Chec For k their	ck box N known subc	es  o  contractors with subcontracts with an annual value of more than \$ ress, general type of work to be performed, and the dollar allocat 0-120)		

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 (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

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NOTE:

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

TOTAL

- 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. 2.
- IF A UNIT PRICE IS OMITTED, THE TOTAL PRICE WILL BE DIVIDED BY THE QUANTITY IN ORDER TO ESTABLISH A UNIT PRICE. .
- A BID MAY BE DECLARED UNACCEPTABLE IF NEITHER A UNIT PRICE NOR A TOTAL PRICE IS SHOWN. 4.

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

#### I. GENERAL

- **A.** Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.
- **B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.
- **C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

#### **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 Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.
- (b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

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

#### B. Negotiations

1. The 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 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 Code provides:

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

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 Code provides:

Section 50-40. Reporting anticompetitive practices. When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

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 Code provides:

Section 50-45. Confidentiality. Any CPO, SPO, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

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

#### G. Insider Information

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

#### A. Bribery

1. The 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 Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

1. The 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 Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

1. The 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 Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### D. Prohibited Bidders, Contractors and Subcontractors

1. The 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 Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

#### E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 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 Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

#### F. Educational Loan

- 1. Section 3 of the Educational Loan Default Act provides:
- § 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.
- 2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

#### G. Bid-Rigging/Bid Rotating

- 1. Section 33E-11 of the Criminal Code of 1961 provides:
- § 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.
- (b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

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

#### H. International Anti-Boycott

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

#### I. Drug Free Workplace

- 1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.
- 2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.
- (d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.
- (e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

#### J. <u>Disclosure of Business Operations in Iran</u>

Section 50-36 of the 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 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.

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

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

Sections 20-160 and 50-37 of the 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 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. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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

#### M. Lobbyist Disclosure

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

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

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

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

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

	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract.
Or	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
	address of person:ees, compensation, reimbursements and other remuneration paid to said person:

#### IV. DISCLOSURES

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

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

#### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$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 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. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.** 

#### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 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? YESNO
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 <u>per person per bid</u> even if a specific individual would require a yes answer to more than one question.)
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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 <u>NOT APPLICABLE STATEMENT</u> of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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.

## ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form A Financial Information & Potential Conflicts of Interest Disclosure

Contractor Name		
Legal Address		
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City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)
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Disclosure of the information contained in this Form is required by the Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$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

 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 IND	IVIDUAL (type	or print information)		
NA	ME:			
AD	DRESS			
Тур	e of ownership	/distributable income share:	:	
stoo		sole proprietorship	Partnership	other: (explain on separate sheet):
% 0	r \$ value of own	ership/distributable income sh	are:	

- **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.

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3.	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you (i) more than 7 1/2% of the total distributable income of your fir corporation, or (ii) an amount in excess of 100% of the annual salar	entitled to receive rm, partnership, association or
4.	If you are currently appointed to or employed by any agency of the salary exceeds 60% of the annual salary of the Governor, are you or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amount salary of the Governor?	and your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including co previous 2 years.	
If your	answer is yes, please answer each of the following questions.	YesNo
1.	Is your spouse or any minor children currently an officer or employe Board or the Illinois State Toll Highway Authority?	e of the Capitol Development YesNo
2.	Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appointed agency of the State of Illinois, and his/her annual salary exceeds annual salary of the Governor, provide the name of the spouse and/of the State agency for which he/she is employed and his/her annual	ed to or employed by any 60% of the for minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annuare you entitled to receive (i) more than 71/2% of the total distributation, partnership, association or corporation, or (ii) an amount in exannual salary of the Governor?	al salary of the Governor, ble income of your
4.	If your spouse or any minor children are currently appointed to or estate of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more the aggregate of the total distributable income from your firm, partnershi (ii) an amount in excess of two times the salary of the Governor?	al salary of the Governor, are you lan 15% in the p, association or corporation, or
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the government authorized by the Constitution of the State of Illinocurrently or in the previous 3 years.	
	onship to anyone holding elective office currently or in the previous 2 yaughter.	years; spouse, father, mother, YesNo
Americ of the S	ntive office; the holding of any appointive government office of the State, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	e State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous adaughter.	2 years; spouse, father, mother, YesNo
(g) Emplo	yment, currently or in the previous 3 years, as or by any registered lo	bbyist of the State government. YesNo

YesNo
us 3 years, by any registered election or reelection y county clerk of the State of Illinois, or any political of State or the Federal Board of Elections.  YesNo
or daughter; who was a compensated employee in the ommittee registered with the Secretary of State or any on committee registered with either the Secretary of
Yes No
er agent of the bidder or offeror who is not identified in municating, or may communicate with any State officer or a continuing obligation and must be promptly supplemented term of the contract. If no person is identified, enter "None

3.

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental

entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Representative Date NOT APPLICABLE STATEMENT Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page. Signature of Authorized Representative Date

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Other Contracts & Financial Related Information Disclosure

Contractor Name	)				
Legal Address					
City, State, Zip					
Telephone Numb	per		Email Address	Fax Number (if available)	
his information		art of the pub	s Form is required by the Section 5 slicly available contract file. This Fo contracts.		
	DISCLOSURE (	OF OTHER C	CONTRACTS AND PROCUREMEN	NT RELATED INFORM	<u>ATION</u>
has any pendi any other Stat	ing contracts (incl te of Illinois agend	luding leases cy: Yes _	ment Related Information. The B s), bids, proposals, or other ongoing No ocomplete the signature box on the	procurement relations	
	uch as bid or proje		relationship by showing State of Illi attach additional pages as necessa		
		THE FOL	LOWING STATEMENT MUST BE	CHECKED	
			Signature of Authorized Representative		Date
			OWNERSHIP CERTIFICATION	<u>ON</u>	
	ertify that the foll ownership.	owing staten	nent is true if the individuals for all	submitted Form A disc	losures do not total
,	Any remaining ov		erest is held by individuals received outive income or holding less than a		
[	☐ Yes ☐ No		Form A disclosure(s) established 10	00% ownership)	

#### **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.



TRAINEES

Contract No. 63754 COOK County Section 10-00059-00-BR (Hanover Park) Project BRM-9003(725) Route LONGMEADOW LANE District 1 Construction Funds

PART I. IDENTIFIC	CATION																
Dept. Human Right	ts #						_ Du	ration	of Proj	ect: _							
Name of Bidder: _																	
PART II. WORKE A. The undersigned which this contract we projection including a	d bidder h ork is to b	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m which	ch the b	oidder re	ecruits	employ	ees, and he	reby subr	nits the foll	owir con	ng workfo	n orce
		TOTA	AL Wo	rkforce	Projec	tion for	Contra	act						CURRENT			ES .
					MINORITY EMPLOYEES					TRAINEES				TO BE ASSIGNED TO CONTRACT			
JOB CATEGORIES		TAL OYEES	BL	ACK	HISP	ANIC	_	HER IOR.	APPI TIC	REN- ES	_	HE JOB AINEES		OTAL LOYEES		MINC EMPLO	RITY DYEES
OFFICIALS (MANAGERS)	M	F	М	F	M	F	М	F	М	F	M	F	M	F		M	F
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
	TAI TOTAL Tr	BLE C	nicotio	n for C	ontroot				7		Ī	FOR	DEPARTI	MENT USE	ON	ILY	
EMPLOYEES IN	TC	TAL OYEES		ACK		PANIC	_	THER NOR.									
TRAINING	M	F	M	F	M	F	M	F									
APPRENTICES																	
ON THE JOB	+		1			1	+	1	1								

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

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

Contract No. 63754 COOK County Section 10-00059-00-BR (Hanover Park) Project BRM-9003(725) Route LONGMEADOW LANE District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	Included in "Total Employees" under Table A is the total number of <b>new hires</b> that would be employed in the event the undersigned bidder is awarded this contract.			
	The undersigned bidder projects that: (number)		new hires would be	
	The undersigned bidder projects that: (number) recruited from the area in which the contract project is	located; and/or (number)		
	office or base of operation is located.	ld be recruited from the are	ea 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			
	The undersigned bidder estimates that (number)		persons will	
	be directly employed by the prime contractor and that employed by subcontractors.	(number)	persons will be	
PART I	III. AFFIRMATIVE ACTION PLAN			
A.	The undersigned bidder understands and agrees that utilization projection included under <b>PART II</b> is determ in any job category, and in the event that the undersign commencement of work, develop and submit a written (geared to the completion stages of the contract) wher utilization are corrected. Such Affirmative Action Plan the <b>Department of Human Rights</b> .	ined to be an underutilization ned bidder is awarded this Affirmative Action Plan increby deficiencies in minority	on of minority persons or women contract, he/she will, prior to cluding a specific timetable and/or female employee	
B.	The undersigned bidder understands and agrees that submitted herein, and the goals and timetable included to be part of the contract specifications.			
Compa	pany	Telephone Numbe	er	
Addres				
l	NOTICE REGARD			
	Bidder's signature on the Proposal Signature Sheet will constict completed only if revisions are required.	tute the signing of this form.	The following signature block needs	
Signat	ture:	Title:	Date:	
Instructi	tions: All tables must include subcontractor personnel in addition	to prime contractor personnel.		
Table A	A - Include both the number of employees that would be hire (Table B) that will be allocated to contract work, and include should include all employees including all minorities, appre	de all apprentices and on-the-job	trainees. The "Total Employees" column	
Table B	Include all employees currently employed that will be alloc currently employed.	ated to the contract work including	g any apprentices and on-the-job trainees	
Table C	C - Indicate the racial breakdown of the total apprentices and of	on-the-job trainees shown in Table	e A.	

#### 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. <u>CERTIFICATION, EQUAL EMPLOYMENT OPPORTUNITY:</u>

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

Contract No. 63754
COOK County
Section 10-00059-00-BR (Hanover Park)
Project BRM-9003(725)
Route LONGMEADOW LANE
District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Rusiness Address	•
SECOND PARTY SHOULD SIGN BELOW)	Dusilless Address	
	Corporate Name	
(IF A JOINT VENTURE)	•	Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
		Typed of printed name and the of Authorized Representative
	Attest	Observation
		Signature
	Business Address	
If more than two parties are in the joint venture, p	please attach an addit	ional signature sheet.

# Illinois Department of Transportation

#### **Return with Bid**

## Division of Highways Proposal Bid Bond

(Effective November 1, 1992)

			item no.
			Letting Date
KNOW ALL MEN BY THESE PRESE	ENTS. That We		
as PRINCIPAL, and			
as PhilyOlfAL, and			
		- 11.1.1010 ; .11	as SURETY, ar
specified in the bid proposal under "	Proposal Guaranty" in ef	fect on the date of the Inv	sum of 5 percent of the total bid price, or for the amou ritation for Bids, whichever is the lesser sum, well and tru ves, our heirs, executors, administrators, successors ar
	h the Department of Tr	-	he PRINCIPAL has submitted a bid proposal to the rovement designated by the Transportation Bulletin Ite
and as specified in the bidding and after award by the Department, the including evidence of the required iperformance of such contract and failure of the PRINCIPAL to make the to the Department the difference not	contract documents, sub- PRINCIPAL shall enter insurance coverages and or the prompt payment of required DBE submission to exceed the penalty howith another party to pe	mit a DBE Utilization Plan into a contract in accordar d providing such bond as of labor and material furn on or to enter into such co nereof between the amour	ICIPAL; and if the PRINCIPAL shall, within the time in that is accepted and approved by the Department; and ince with the terms of the bidding and contract documents specified with good and sufficient surety for the faithfished in the prosecution thereof; or if, in the event of the intract and to give the specified bond, the PRINCIPAL part specified in the bid proposal and such larger amount for yeard bid proposal, then this obligation shall be null are
paragraph, then Surety shall pay the	penal sum to the Depart the Department may brir	ment within fifteen (15) dang an action to collect the	with any requirement as set forth in the preceding bys of written demand therefor. If Surety does not make for amount owed. Surety is liable to the Department for all in whole or in part.
In TESTIMONY WHEREOF, to	ne said PRINCIPAL and	the said SURETY have ca	aused this instrument to be signed by
their respective officers this	day of		A.D.,
PRINCIPAL		SURETY	
(Company Na	me)		(Company Name)
	•	D	
By (Signatur	e & Title)	By:	(Signature of Attorney-in-Fact)
	Notary Ce	rtification for Principal and	
STATE OF ILLINOIS,	Hotaly Cc	i incation for 1 fincipal and	abarcey
County of			
I,		, a Notary P	ublic in and for said County, do hereby certify that
		and	
	(Insert names of individu	als signing on behalf of PF	RINCIPAL & SURETY)
	his day in person and ac	knowledged respectively,	cribed to the foregoing instrument on behalf of PRINCIPA that they signed and delivered said instrument as their free
Given under my hand and not	arial seal this	day of	A.D
My commission expires			<del></del>
			Notary Public
	Signature and Title line b	elow, the Principal is ensu	file an Electronic Bid Bond. By signing the proposal ar uring the identified electronic bid bond has been execute ons of the bid bond as shown above.
Electronic Bid Bond ID#	Company / Bido	der Name	Signature and Title



#### **DBE Utilization Plan**

#### (1) Policy

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

#### (2) Obligation

Date

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

(3) Pro	ject and Bid Identification						
Comple	te the following information concerning the project and bid:						
Route		Total Bid		<u> </u>			
Section		Contract DBE Goal					
Project			(Percent)	(Dollar Amount)			
County							
Letting I	Date						
Contrac	t No.						
Letting I	tem No.						
(4) Ass	surance						
	(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.						
Ву	Company	The "as read" Low Bidder is red		•			
-		Submit only one utilization plar submitted in accordance with the					
Title		Bureau of Small Business Ente 2300 South Dirksen Parkway	rprises	Local Let Projects Submit forms to the			

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.

Springfield, Illinois 62764

Local Agency

(R)	of Transportation	D	BE Participation	on Statement	
Subcontrac	tor Registration	Le	etting		
Participation	on Statement	Ite	em No		
(1) Instruct	ions	Contract			
be submitte additional s	nust be completed for each disadvantaged business parted in accordance with the special provision and will be at pace is needed complete an additional form for the firm.	tached to the Ut			
(2) Work Pay Item	I	1	1 1		
No.	Description	Quantity	Unit Price	Total	
			Total		
(4) Commitment  The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.					
	Signature for Prime Contractor	Sign	nature for DBE Firm		
Title	Title				
Date	Date	_			
Contact	Con	tact Person			
Phone	Pho	ne			
Firm Name	Firm	n Name			
Address _					
City/State/Z	Zip City	/State/Zip			

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

WC \_\_\_\_\_

#### PROPOSAL ENVELOPE



## **PROPOSALS**

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

Item No.	Item No.	Item No.

#### Submitted By:

lame:	
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. 63754 COOK County Section 10-00059-00-BR (Hanover Park) Project BRM-9003(725) Route LONGMEADOW LANE District 1 Construction Funds



## **SUBCONTRACTOR DOCUMENTATION**

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

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

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

# STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

1. The 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 Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.
- 2. The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50.5.

#### B. Felons

1. The 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 Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

#### C. Debt Delinquency

#### 1. The 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 Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

#### D. Prohibited Bidders, Contractors and Subcontractors

#### 1. The 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 Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

#### E. Section 42 of the Environmental Protection Act

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-12 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 Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

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

Name of Subcontracting Company	_
Authorized Officer	Date

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

#### **B.** Financial Interests and Conflicts of Interest

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

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 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. <u>Disclosure Forms</u>. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.** 

#### C. <u>Disclosure Form Instructions</u>

#### 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 <u>per person per subcontract</u> even if a specific individual would require a yes answer to more than one question.)
ES"	answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the

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 <u>NOT APPLICABLE STATEMENT</u> on page 2 of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

#### Form B: 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 <u>NOT APPLICABLE STATEMENT</u> on Form A <u>does not</u> 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		
9		
City, State, Zip		
Oity, Otato, Zip		
T 1 1 N 1	E 3.4.11	F N 1 (% 3111)
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 Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all openended 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.

FOR INDIVIDUAL (type or print information)

#### 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)

	7
NAMI	E:
ADDF	RESS
Type	of ownership/distributable income share:
stock % or \$	sole proprietorship Partnership other: (explain on separate shee value of ownership/distributable income share:
	ure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following inflict of interest relationships apply. If the answer to any question is "Yes", please attach additional describe.
	nployment, currently or in the previous 3 years, including contractual employment of services.  YesNo nswer 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?  YesNo
(	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.

-C-

	3.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you er (i) more than 7 1/2% of the total distributable income of your firm corporation, or (ii) an amount in excess of 100% of the annual salary	ntitled to receive , partnership, association or
	4.	If you are currently appointed to or employed by any agency of the S salary exceeds 60% of the annual salary of the Governor, are you ar or minor children entitled to receive (i) more than 15 % in the aggreincome of your firm, partnership, association or corporation, or (ii) are the salary of the Governor?	nd your spouse egate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, including coprevious 2 years.	ontractual employment services  YesNo
	If	your answer is yes, please answer each of the following questions.	. 66 <u></u> . 16 <u></u>
	1.	Is your spouse or any minor children currently an officer or employee Board or the Illinois State Toll Highway Authority?	of the Capitol Development YesNo
		Is your spouse or any minor children currently appointed to or employ of Illinois? If your spouse or minor children is/are currently appagency of the State of Illinois, and his/her annual salary exceed annual salary of the Governor, provide the name of your spouse and/of the State agency for which he/she is employed and his/her annual	pointed to or employed by any ds 60% of the for minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to or State of Illinois, and his/her annual salary exceeds 60% of the annual are you entitled to receive (i) more than 71/2% of the total distributab firm, partnership, association or corporation, or (ii) an amount in annual salary of the Governor?	Il salary of the Governor, le income of your
	4.	If your spouse or any minor children are currently appointed to or ere State of Illinois, and his/her annual salary exceeds 60% of the annual are you and your spouse or minor children entitled to receive (i) meaggregate of the total distributable income of your firm, partnership, (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, ore than 15% in the
(c)	Electiv	e status; the holding of elective office of the State of Illinois, the gover	rnment of the United States, any
		local government authorized by the Constitution of the State of Illinois currently or in the previous 3 years.	s or the statutes of the State of YesNo
(d)		onship to anyone holding elective office currently or in the previous 2 years daughter.	vears; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the States, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in excharge of that office currently or in the previous 3 years.	ne State of Illinois or the statutes
		nship to anyone holding appointive office currently or in the previous 2 daughter.	2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registered lob	obyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lob son, or daughter.	byist in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous committee registered with the Secretary of State or a action committee registered with either the Secretary of State or a state of the secretary of the secret	ny county clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or last 2 years by any registered election or re-election or county clerk of the State of Illinois, or any political activate or the Federal Board of Elections.	ommittee registered with the Secretary of State or any
	Yes No
Communication Disclosure.  Disclose the name and address of each lobbyist and othe Section 2 of this form, who is has communicated, is commemployee concerning the bid or offer. This disclosure is a supplemented for accuracy throughout the process and the identified, enter "None" on the line below:	nunicating, or may communicate with any State officer o a continuing obligation and must be promptly
Name and address of person(s):	

3

**4. Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly

supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below: Name of person(s): Nature of disclosure: APPLICABLE STATEMENT This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge. Completed by: Signature of Individual or Authorized Officer Date **NOT APPLICABLE STATEMENT** Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A. This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page. Signature of Authorized Officer Date

# ILLINOIS DEPARTMENT OF TRANSPORTATION

# Form B Subcontractor: Other Contracts & Financial Related Information Disclosure

Subcontractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form	B must be completed for subcontracts	with
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PR	OCUREMENT RELATED INFORMATION	<u>NC</u>
1. Identifying Other Contracts & Procure any pending contracts, subcontracts, includ any other State of Illinois agency: Ye If "No" is checked, the subcontractor only	ing leases, bids, proposals, or othe s No	r ongoing procurement relationship with	
<b>2. If "Yes" is checked.</b> Identify each such information such as bid or project number (a INSTRUCTIONS:			Э
THE FOLLO	WING STATEMENT MUST BE CH	ECKED	
,	Signature of Authorized Officer	Date	
	OWNERSHIP CERTIFICATION	!	
Please certify that the following statement is of ownership	s true if the individuals for all submi	tted Form A disclosures do not total 100	)%
Any remaining ownership interest is parent entity's distributive income o		than \$106,447.20 of the bidding entity's interest.	or
☐ Yes ☐ No ☐ N/A (Form	A disclosure(s) established 100% of	ownership)	

# Illinois Department of Transportation

#### **NOTICE TO BIDDERS**

- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m January 18, 2013. 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. 63754 COOK County Section 10-00059-00-BR (Hanover Park) Project BRM-9003(725) Route LONGMEADOW LANE District 1 Construction Funds

Project consists of the removal and replacement of the existing bridge with a d ouble barrel cast-in place culvert, embankment, sanitary sewer, HMA pavement, curb and gutter, sidewalk and all other incidental items to complete the work on Longmeadow Lane over West Branch of the DuPage River in the Village of Hanover Park.

- 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

#### **CONTRACT** 63754

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2013

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

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-13)

#### SUPPLEMENTAL SPECIFICATIONS

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107	Legal Regulations and Responsibility to Public	2
202	Earth and Rock Excavation	4
211	Topsoil and Compost	5
407	Hot-Mix Asphalt Pavement (Full-Depth)	6
420	Portland Cement Concrete Pavement	10
424	Portland Cement Concrete Sidewalk	12
503	Concrete Structures	13
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540	Box Culverts	15
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1006	Metals	28
1042	Precast Concrete Products	29
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1083	Elastomeric Bearings	
1101	General Equipment	
1106	Work Zone Traffic Control Devices	

#### **RECURRING SPECIAL PROVISIONS**

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

CHE	CK S	SHEET#	<u>NO.</u>
1	Χ	Additional State Requirements for Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-10)	
2	Χ	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	38
3	Х	EEO (Eff. 7-21-78) (Rev. 11-18-80)	39
. 4		Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	49
5		Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	54
6		Asbestos Bearing Pad Removal (Eff. 11-1-03)	59
7		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09)	60
8	Х	Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	62
10		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	65
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	68
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	
13		Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20	Х	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	92
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	94
25		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	95
26		English Substitution of Metric Bolts (Eff. 7-1-96)	
27		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03)	97
28		Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	98
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	400
30		Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	102
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	110
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#### LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

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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# GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET Effective as of the: January 18, 2013 Letting

<u>Pg</u> #	√	<u>File Name</u>	<u>Title</u>	<u>Effective</u>	Revised
<u> </u>		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	Oct 30, 2012
		GBSP 11	Permanent Steel Sheet Piling	Dec 15, 1993	Jan 1, 2007
		GBSP 12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Oct 15, 2011
		GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Jan 1, 2007
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel	June 30, 2003	May 18, 2011
		000. 2.	Structures	00110 00, 2000	Way 10, 2011
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
	-	GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Oct 30, 2012
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Oct 30, 2012
		GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Aug 17, 2012
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Jan 31, 2012
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	Oct 30, 2012
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Aug 17, 2012
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Aug 17, 2012
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Jan 1, 2007
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	Oct 30, 2012
		GBSP 47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
		GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 52	Porous Granular Embankment (Special)	Sept 28, 2005	Nov 14, 2008
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	Oct 15, 2011
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	Jan 31, 2012
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	July 9, 2008
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Aug 17, 2012
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Oct 30, 2012
		GBSP 66	Wave Equation Analysis of Piles	Nov 14, 2008	,
		GBSP 67	Structural Assessment Reports for Contractor's Means and Methods	Mar 6, 2009	1
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Oct 15, 2011
		GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
		GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
72	X	GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls	April 19, 2012	
			And Culverts		

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW	•	

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

File	Title	Std Spec
Name		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	Title	Disposition:
Name		
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73

# INDEX LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR#	<u>Pg #</u>		Special Provision Title	Effective	Revised
LR SD12	<u>1 9 #</u>		Slab Movement Detection Device	Nov. 11, 1984	Jan. 1, 2007
LR SD12		Ħ	Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR SD406		H	Safety Edge	April 1, 2011	oan. 1, 2007
LR 105	73	$\bowtie$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 105 LR 107-2	13	$\square$		Mar. 1, 2005	Jan. 1, 2007 Jan. 1, 2006
	76		Railroad Protective Liability Insurance for Local Lettings Insurance		
LR 107-4	76	씜		Feb. 1, 2007	Aug. 1, 2007
LR 107-7		H	Wages of Employees on Public Works	Jan. 1, 1999	Jan. 1, 2012
LR 108		$\vdash$	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		片	Equipment Rental Rates	Jan. 1, 2012	1
LR 212		닏	Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1		$\sqcup$	Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2			Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		$\sqcup$	Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-2		$\sqcup$	Bituminous Surface Plant Mix (Class B)	Jan. 1, 2008	
LR 400-3		$\sqcup$	Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2012	
LR 400-4			Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5			Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6			Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	
LR 400-7			Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1			Surface Profile Milling of Existing, Recycled or Reclaimed Flexible	Apr. 1, 2012	Jun. 1, 2012
			Pavement	·	
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	•
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451		$\Box$	Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1		$\Box$	Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2		Π	Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		一	Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663		一	Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702	77	$\overline{\boxtimes}$	Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1	• •		Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with	Apr. 1, 2012	Jun. 1, 2012
2.1.1000		II	Emulsified Asphalt Mix Design Procedures	, .p., ., _o.,_	.,
LR 1000-2			Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with	June 1, 2012	
2.1.1000 2		_	Foamed Asphalt Mix Design Procedures		
LR-1004			Coarse Aggregate for Bituminous Surface Treatment	_Jan1,_2002	_Jan1, 2007
LR 1030			Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1		Ħ	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102		H	Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	1 00. 1, 2000
LIX 1102		ш	Hoad Mix of Haveiling Flan Mix Equipment	Jan. 1, 2007 ·	

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# BDE SPECIAL PROVISIONS For the January 18 and March 8, 2013 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	<u>Pg.</u>		Special Provision Title	Effective	Revised
80240			Above Grade Inlet Protection	July 1, 2009 April 1, 2003	Jan. 1, 2012 Jan. 1, 2007
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2013
* 80274	70		Aggregate Subgrade Improvement	Jan. 1, 2013	Jan 1, 2010
* 80309 80192	78	Х	Anchor Bolts Automated Flagger Assistance Device	Jan. 1, 2013 Jan. 1, 2008	•
80192			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 1, 2012
80241			Bridge Demolition Debris	July 1, 2009	0an. 1, 2012
80276			Bridge Relief Joint Sealer	Jan. 1, 2012	Aug. 1, 2012
50261			Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5048I			Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491		<u> </u>	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
80292			Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	•
* 80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198			Completion Date (via calendar days)	April 1, 2008	
80199			Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	79	X	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5	April 1, 2012	
			Feet	•	
80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	
500000000000000000000000000000000000000		and the State of Columnia	Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet		-
* 80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	12.67
80277		L	Concrete Mix Design – Department Provided	Jan. 1, 2012	
80261	94	X	Construction Air Quality - Diesel Retrofit	June 1, 2010	A 0. 0044
80029	97	Χ	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
* 80312			Drain Pipe, Tile, Drainage Mat, and Wall Drain	Jan. 1, 2013	
* 80313	407		Fabric Bearing Pads	Jan. 1, 2013	
80265	107	_X_	Friction Aggregate	Jan. 1, 2011	July 1, 2009
80229	444		Fuel Cost Adjustment	April 1, 2009 Nov. 1, 2012	July 1, 2009
80303	111	Χ_	Granular Materials	Nov. 1, 2012	Jan. 1, 2013
* 80304 * 80169			Grooving for Recessed Pavement Markings High Tension Cable Median Barrier	Jan. 1, 2007	Jan. 1, 2013
80246	112	Х	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
* 80315	112		Insertion Lining of Culverts	Jan: 1, 2013	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80297			Modified Urethane Pavement Marking	April 1, 2012	,
80165		<b>-</b>	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80253			Movable Traffic Barrier	Jan. 1, 2010	Jan. 1, 2013
80231	***		Pavement Marking Removal	April 1, 2009	
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254			Pavement Patching	Jan. 1, 2010	
80022	114	X	Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
* 80316	116	Х	Placing and Consolidating Concrete	Jan. 1, 2013	
80278			Planting Woody Plants	Jan. 1, 2012	Aug. 1, 2012
* 80305			Polyurea Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
* 80279	119	Χ		Jan. 1, 2012	Jan. 1, 2013.
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80218			Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2012
80219			Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2012

<u>File Name</u>	<u>Pg.</u>		Special Provision Title	<b>Effective</b>	Revised
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	April 1, 2012
* 80281	162	Χ	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2013
34261			Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157			Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
† 80306			Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2013
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			Safety Edge	April 1, 2011	
80307			Seeding	Nov. 1, 2012	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255			Stone Matrix Asphalt	Jan. 1, 2010	Jan. 1, 2012
80143	169	Χ	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
* 80317			Surface Testing of Hot-Mix Asphalt Overlays (NOTE: This special provision was previously named "Surface Testing of Pavements".)	Jan. 1, 2013	
80308			Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Nov. 1, 2012	
80286	170	Х	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, 2013
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80273	171	Х	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338	172	Х	Training Special Provisions	Oct. 15, 1975	
* 80318			Traversable Pipe Grate	- Jan. 1, 2013	
80270			Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
80288	175	_X_		Jan. 1, 2012	Nov. 1, 2012
80302	181	Χ	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	182	Χ	Working Days	Jan. 1, 2002	

The following special provisions are either in the 2013 Standard Specifications, the 2013 Recurring Special Provisions, or the special provisions Portland Cement Concrete, QC/QA of Concrete Mixtures, or Placing and Consolidating Concrete:

File Name 80275 80291	Special Provision Title Agreement to Plan Quantity Calcium Chloride Accelerator for Class PP-2 Concrete	New Location Article 202.07 Recurring CS #28	Effective Jan. 1, 2012 April 1, 2012	Revised
80237	Construction Air Quality – Diesel Vehicle Emissions Control	Articles 105.03 and 107.41	April 1, 2009	Jan. 2, 2012
80239	Construction Air Quality – Idling Restrictions	Articles 105.03 and 107.41	April 1, 2009	
80177	Digital Terrain Modeling for Earthwork Calculations	Recurring CS #32	April 1, 2007	
80272	Drainage and Inlet Protection Under Traffic	Articles 603.02 and 603.07	April 1, 2011	Jan. 1, 2012
80228	Flagger at Side Roads and Entrances	Articles 701.13 and 701.20	April 1, 2009	•
80109	Impact Attenuators	Section 643	Nov. 1, 2003	Jan. 1, 2012
80110	Impact Attenuators, Temporary	Section 706	Nov. 1, 2003	Jan. 1, 2012
80203	Metal Hardware Cast into Concrete	Articles 503.02, 504.02, and 1006.13	April 1, 2008	Jan. 1, 2012
80290	Payrolls and Payroll Records	Recurring CS #5	Jan. 2, 2012	
80299	Portland Cement Concrete Inlay or Overlay	Recurring CS #29	April 1, 2012	
80280	Portland Cement Concrete Sidewalk	Article 424.07	Jan. 1, 2012	

File Name 80152	Special Provision Title Self-Consolidating Concrete for Cast-In-Place Construction	New Location The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	Effective Nov. 1, 2005	<u>Revised</u> April 1, 2012
80132	Self-Consolidating Concrete for Precast and Precast Prestressed Products	The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	July 1, 2004	April 1, 2012
80284	Shoulder Rumble Strips	Article 642.05	Jan. 1, 2012	
80285	Sidewalk, Corner or Crosswalk Closure	Articles 701.03, 701.15, and 1106.02	Jan. 1, 2012	
80075	Surface Testing of Pavements (Section 406 overlay portion will remain a special provision and will now be called "Surface Testing of HMA Overlays".)	Articles 407.09, 407.12, 420.10, 420.20, and 1101.10	April 1, 2002	Jan. 1, 2007
80287	Type G Inlet Box	Article 610.09	Jan. 1, 2012	

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:

<ul> <li>Bridge</li> </ul>	Demo	lition	De	bris
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- 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

# STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplements the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplement Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of Section No. 10-00059-00-BR, Project No. BRM-9003(725), Job No. C-91-134-11; and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION AND DESCRIPTION OF PROJECT

This project is located on Longmeadow Lane at the West Branch of DuPage River in the Village of Hanover Park, Schaumburg Township, Cook County, Illinois. The project limits start approximately 1/4 mile south of Illinois Route 19, Irving Park Road, and terminates 240 feet north. The gross and net length of the Project is 240-feet (0.045 mi.)

The work consists of removing an existing 39'-10" single span pre-cast, pre-stressed concrete deck beam bridge and replacing it with a 45' long twin box culvert. The existing bridge deck beams are overlayed with 3"-4" of bituminous concrete surface. The existing bridge's roadway width is 26'-6". A 4'-5' sidewalk is constructed over the deck beams on the east side of the bridge. Appurtenances attached to the bridge are a steel guardrail bolted to the west face and a chain-link fence bolt to the east face. The existing drainage system for the bridge is weep holes through the curb and sidewalk.

A 45' long by 27' wide twin barrel cast-in-place box culvert will replace the existing single span bridge. This work requires in-stream work for the construction of cofferdams, setting steel casing pipe, repairing or removing existing gabions, river embankment slope modification, and construction of the box culvert. The box culvert will be constructed in two separate pours to accommodate heavy rainfall events.

Other work related to this project includes but not limited to existing roadway removal, existing sidewalk removal, existing driveway approach removal, removal of unstable, unsuitable soils from underneath the roadway, tree removal, installation of a sanitary manhole, installation of sanitary sewer in trench and in casing pipe, pumping of sanitary sewage during installation of new sanitary sewer, installation of embankment outside of the roadway, installation of embankment replacing the unstable, unsuitable soil underneath the roadway, installation of curb and gutter, installation of a HMA roadway pavement, installation of PCC sidewalk, installation of PCC driveway approach, installation of storm sewer, installation of guardrail, and all associated appurtenances for each item previously mentioned.

#### MAINTENANCE OF ROADWAYS

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the Standard Specifications.

## STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987

Revised: July 1, 1994

Utility companies involved in this project have provided the following estimated dates:

Name of Utility	<u>Type</u>	<u>Location</u>	Estimated Dates for
			Start and Completion
			of Relocation or Adjustments

NICOR Gas	Gas Main	East ROW	No dates set as of Oct. 19, 2012. (Eng #N7739)
AT&T	Telephone	No conflicts anticipated	N/A.
ComEd	Electric	Crosses ROW 25' so. of C/L River (Aerial)	No dates set as of Oct. 19, 2012.
Comcast	Cable TV	No Facilities in Project Limits	N/A

The above represents the best information available to the Department and is included for the convenience of the bidder. The applicable portions of Articles 105.07 and 107.31 of the Standard Specifications shall apply.

### TRAFFIC CONTROL PLAN

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and Highway Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

#### **STANDARDS**:

SIDEWALK, CORNER OR CROSSWALK CLOSURES (701801-05) TRAFFIC CONTROL DEVICES (701901-02)

#### **DETAILS:**

DISTRICT ONE TYPICAL PAVEMENT MARKINGS (TC-13) DETOUR SIGNING FOR CLOSING STATE HIGHWAYS (TC-21)

### **SPECIAL PROVISIONS:**

PUBLIC CONVENIENCE AND SAFETY (DISTRICT 1)
TEAFFIC CONTROL AND PROTECTION (DETOUR)
TRAFFIC CONTROL DIFICIENCY DEDUCTION (BDE)

#### **EXCAVATION FOR STRUCTURES**

Revise Article 502.12(b) to read as follows.

Structure excavation, unstable and/or unsuitable material, cofferdam excavation, and stilling basin excavation will not be measured or paid for separately but will be included in the cost of the contract.

#### ADJUSTMENTS AND RECONSTRUCTIONS

Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"602.04 Concrete. Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface

of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"603.05 Replacement of Existing Flexible Pavement. After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"603.06 Replacement of Existing Rigid Pavement. After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

## COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D-1)

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP materials shall be crushed and screened. Unprocessed RAP grindings will not be permitted. The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP.

#### DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (DISTRICT 1)

Add the following to Article 603.02 of the Standard Specifications:

- (j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

"603.07 Protection Under Traffic. After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

- (a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.
- (b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

#### FINE AGGREGATE FOR HOT-MIX ASPHALT (HMA) (D-1)

Revise Article 1003.03 (c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradation for all HMA shall be FA1, FA 2, FA 20, FA 21 or FA 22. When Reclaimed Asphalt Pavement (RAP) is incorporated in the HMA design, the use of FA 21 Gradation will not be permitted.

# <u>HOT MIX ASPHALT - MIXTURE DESIGN VERIFICATION AND PRODUCTION</u> (BMPR)

<u>Description</u>. This special provision states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and SMA hot mix asphalt (HMA) mixes during mix design verification and production. This special provision also states the plant requirements for hydrated lime addition systems used in the production of High ESAL, IL-4.75, and SMA mixes.

When the options of Warm Mix Asphalt, Reclaimed Asphalt Shingles, or Reclaimed Asphalt Pavement are used by the Contractor, the Hamburg Wheel and tensile strength requirements in this special provision will be superseded by the special provisions for Warm Mix Asphalt, Reclaimed Asphalt Shingles, or Reclaimed Asphalt Pavement as applicable.

In addition to the requirements in the December 1, 2011 HMA Special Provisions for Pay for Performance Using Percent Within Limits, a Hamburg Wheel test and tensile

strength test will be conducted during mix design on mixtures used for Pay For Performance projects.

Mix Design Testing. Add the following to Article 1030.04 of the Standard Specifications:

"(d) Verification Testing. High ESAL, IL-4.75, and SMA mix designs submitted for verification will be tested to ensure that the resulting mix designs will pass the required criteria for the Hamburg Wheel Test (IL mod AASHTO T-324) and the Tensile Strength Test (IL mod AASHTO T-283). The Department will perform a verification test on gyratory specimens compacted by the Contractor. If the mix fails the Department's verification test, the Contractor shall make necessary changes to the mix and provide passing Hamburg Wheel and Tensile Strength test results from a private lab. The Department will verify the passing results.

All new and renewal mix designs shall meet the following requirements for verification testing.

(1) Hamburg Wheel Test criteria. The maximum allowable rut depth shall be 0.5 in. (12.5 mm). The minimum number of wheel passes at the 0.5 in. (12.5 mm) rut depth criteria shall be based on the high temperature binder grade of the mix as specified in the plans for the mix design.

PG Grade	Number of Passes
PG 64-xx (or lower)	10,000
PG 70-xx	15,000
PG 76-xx (or higher)	20,000

(2) Tensile Strength Criteria. The minimum allowable conditioned tensile strength shall be 415 kPa (60 psi) for non-polymer modified performance graded (PG) asphalt binder and 550 kPa (80 psi) for polymer modified PG asphalt binder. The maximum allowable unconditioned tensile strength shall be 1380 kPa (200 psi)."

Production Testing. Add the following to Article 1030.06 of the Standard Specifications:

"(c) Hamburg Wheel Test. A Hamburg Wheel test will be conducted on each High ESAL, IL-4.75, and SMA mix produced that has been verified by the Hamburg Wheel process.

The Contractor shall obtain a sample during the startup for each mix and compact gyratory specimens to the air void percentage as specified in IL-modified AASHTO

T-324 to be provided to the Department for testing. The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer."

<u>System for Hydrated Lime Addition</u>. Revise the last sentence of the third paragraph of Article 1030.04(c) of the Standard Specifications to read:

"The method of application shall be according to Article 1102.01(a)(10)."

Revise the first three sentences of the second paragraph of Article 1102.01(a)(10) of the Standard Specifications to read:

"When hydrated lime is used as the anti-strip additive, a separate bin or tank and feeder system shall be provided to store and accurately proportion the lime onto the aggregate either as a slurry, as dry lime applied to damp aggregates, or as dry lime injected onto the hot aggregates prior to adding the liquid asphalt cement. If the hydrated lime is added either as a slurry or as dry lime on damp aggregates, the lime and aggregates shall be mixed by a power driven pugmill to provide a uniform coating of the lime prior to entering the dryer. If dry hydrated lime is added to the hot dry aggregates in a drum plant, the lime will be added in such a manner that the lime will not become entrained into the air stream of the dryer and that thorough dry mixing will occur prior to the injection point of the liquid asphalt. When a batch plant is used, the hydrated lime shall be added to the mixture in the weigh hopper or as approved by the Engineer."

<u>Basis of Payment</u>. Revise the seventh paragraph of Article 406.14 of the Standard Specifications to read:

"For mixes designed and verified under the Hamburg Wheel criteria, the cost of furnishing and introducing anti-stripping additives in the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

If an anti-stripping additive is required for any other HMA mix, the cost of the additive will be paid for according to Article 109.04. The cost incurred in introducing the additive into the HMA will not be paid for separately, but shall be considered as included in the contract unit price of the HMA item involved.

No additional compensation will be awarded to the Contractor because of reduced production rates associated with the addition of the anti-stripping additive."

## PUBLIC CONVENIENCE AND SAFETY (DIST 1)

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

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

## **RECLAIMED ASPHALT PAVEMENT AND SHINGLES (D-1)**

Revise Section 1031 of the Standard Specifications to read:

## "SECTION 1031. RECLAIMED ASPHALT PAVEMENT AND SHINGLES

1031.01 Description. RAP is reclaimed asphalt pavement resulting from cold milling and crushing of an existing hot-mix asphalt (HMA) pavement. RAP will be considered processed FRAP after completion of both crushing and screening to size. The Contractor shall supply written documentation that the RAP originated from routes or airfields under federal, state, or local agency jurisdiction.

RAS is reclaimed asphalt shingles resulting from the processing and grinding of either preconsumer or post consumer shingles.

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 (BMPR) Memorandom *Reclaimed Asphalt Shingle (RAS) Sources*, by weight of RAS. All RAS used shall come from a BMPR approved processing facility.

RAS shall meet either Type 1 or Type 2 requirements as specified herein.

- (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).

**1031.02 Stockpiles.** The Contractor shall construct individual, sealed RAP or RAS stockpiles meeting one of the following definitions. No additional RAP or RAS shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including

unprocessed RAP and Processed FRAP) shall be identified by signs indicating the type as listed below (i.e. "crushed natural aggregate, ACBF and steel slag, crystalline structure or Type 2 RAS", etc...).

- (a) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent 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 processed prior to testing and sized into fractions with the separation occurring on or between the #4 (4.75mm) and ½ in. (12.5mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the RAP will be used in.
- (b) Restricted FRAP (B quality) stockpiles shall consist of RAP from Class I, Superpave (High ESAL), or HMA (High ESAL). If approved by the Engineer, the aggregate from a maximum 3.0 inch single combined pass of surface/binder milling will be classified as B quality. All millings from this application will be processed into FRAP as described previously.
- (c) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave (High ESAL), HMA (High ESAL), or equivalent 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 (FRAP) prior to testing. 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 HMA shoulders, bituminous stabilized subbases or Superpave (Low ESAL)/HMA (Low ESAL) IL-19.0L binder mixture. The coarse aggregate in this RAP may be crushed or processed (FRAP DQ) 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, plant cleanout etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.

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. However, a RAS source may submit a written request to the Department for approval to blend mechanically a specified ratio of type 1 RAS with type 2 RAS. The source will not be permitted to change the ratio of the blend without the Department prior written approval.

The Engineer's written approval will be required, to mechanically blend RAS with any fine aggregate produced under the AGCS, up to an equal weight of RAS, to improve workability. The fine aggregate shall be "B Quality" or better from an approved Aggregate Gradation Control System source. The fine aggregate shall be one that is approved for use in the HMA mixture and 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.

**1031.03 Testing.** When used in HMA, the RAS/RAP/FRAP shall be sampled and tested either during processing or after stockpiling.

#### (a) RAS shall be sampled and tested as follows:

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 1000 ton (900 metric ton) thereafter. A minimum of five tests are required for stockpiles less than 1000 ton (900 metric ton). Once  $a \le 1000$  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.

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	± 1.5 %
Content	

## (b)RAP/FRAP shall be sampled and tested as follows:

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.

All of the RAP/FRAP extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable (for slag)  $G_{\text{mm}}$ . Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAP or FRAP	Conglomerate "D"  Quality RAP
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 % <sup>1/</sup>	± 0.5 %
G <sub>mm</sub>	$\pm \ 0.03^{\ 2/}$	·

- 1/ The tolerance for FRAP shall be  $\pm$  0.3 %
- 2/ for slag and steel slag

Before extraction, each field sample wether, RAS, RAP or FRAP, 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.

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 RAS, RAP or FRAP shall not be used in HMA unless the

RAS, RAP or 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, when testing for RAP or FRAP, 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, Fractionated RAP, Restricted FRAP, Conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the 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 note (2) herein:
  - (2) Fractionated RAP 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. The fine aggregate portion of the fractionated RAP shall not be used in any HMA mixtures that require a minimum of "B" quality aggregate or better, until the coarse aggregate fraction has been determined to be acceptable thru a MicroDeval Testing.

**1031.05Use of RAS, RAP or FRAP in HMA.** The use of RAS, RAP or FRAP shall be a Contractor's option when constructing HMA in all contracts.

The use of RAS shall be as follows:

Type 1 or Type 2 RAS may be used alone or in conjunction with, Fractionated Reclaimed Asphalt Pavement (FRAP) or Reclaimed Asphalt Pavement (RAP), in all HMA mixtures up to a maximum of 5.0 percent by weight of total mix.

Reclaimed asphalt shingles (RAS) meeting Type 1 or Type 2 requirements will be permitted in all HMA mixtures for overlay applications. RAS will also be permitted in all Low ESAL full depth pavement and ALL other Mixtures (Stabilized Subbase and shoulder HMA). RAS shall not be used in full depth HMA High ESAL main line pavement.

The use of RAP/FRAP shall be as follows:

- (a) Coarse Aggregate Size (after extraction), The coarse aggregate in all RAP or FRAP shall be equal to or less than the 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 and Restricted FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall 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 inch.
- (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, 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 RAP, Restricted FRAP, Conglomerate, or Conglomerate DQ.

When the Contractor chooses the RAP option, the percentage of virgin asphalt binder replaced by the asphalt binder from the RAP shall not exceed the percentages indicated in the table below for a given N Design:

Max Asphalt Binder Replacement RAP Only Table 1

HMA Mixtures 1/, 3/	Maximum % Asphpalt Binder replacement (ABR)		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified
30L	25	15	10
50	25	15	10
70	15	10	10
90	10	10	10
105	10	10	10

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the asphalt binder replacement exceeds 15 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent binder replacement would require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).

When the Contractor chooses either the RAS or FRAP option, the percent binder replacement shall not exceed the amounts indicated in the tables below for a given N Design.

Max Asphalt Binder Replacement RAS or FRAP
Table 2

HMA Mixtures 1/, 2/	Level 1 - Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer <sup>3/, 4/</sup> Modified
30L	35	30	15
50	30	25	15
70	30	20	15
90	20	15	15
105	20	15	15

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N- 30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the asphalt binder replacement exceeds 15 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 binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA, when the FRAP option is used, the maximum ABR is 15 percent. When the RAS option is used, the maximum ABR is 20 percent. When the asphalt binder replacement 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, when the FRAP option is used, the maximum ABR is 15 percent. When the RAS option is used, the maximum ABR is 20 percent. When the RAS option is used, a maximum of 5 percent RAS by weight of the mix, shall be permitted. When the ABR in the IL-4.75 exceeds 15 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 16 percent asphalt binder replacement would require a virgin asphalt binder grade of PG76-22 to be reduced to a PG70-28).

When the Contractor chooses the RAS with FRAP combination, the percent asphalt binder replacement shall split equally between the RAS and the FRAP, and the total replacement shall not exceed the amounts indicated in the tables below for a given N Design.

Max Asphalt Binder Replacement RAS and FRAP Combination Table 3

HMA Mixtures 1/, 2/	Level 2 - Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/, 4/</sup>
30L	40	40	20
50	40	30	20
70	40	30	20
90	40	30	20
105	40	30	20

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N- 30, the percent asphalt binder replacement shall not exceed 50% of the total asphalt binder in the mixture.
- 2/ When the binder replacement exceeds 15 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 binder replacement will require a virgin asphalt binder grade of PG64-22 to be reduced to a PG58-28).
- 3/ For SMA, 20 percent ABR from RAS maybe combined with a maximum of 10 percent ABR from FRAP. When the asphalt binder replacement 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, a 20 percent ABR from RAS maybe combined with a maximum of 20 percent ABR from FRAP. When the asphalt binder replacement in the IL-4.75 exceeds 15 percent, the high and low virgin asphalt binder grade shall each be reduced by one grade (i.e. 16 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.** All HMA mixtures will be required to be tested, prior to submittal for Department verification, according to Illinois Modified AASHTO T324 (Hamburg Wheel) and shall meet the following requirements:

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG76-XX	20,000	12.5
PG70-XX	20,000	12.5
PG64-XX	10,000	12.5
PG58-XX	10,000	12.5

Note: For SMA Designs (N-80) the maximum rut depth is 6.0 mm at 20,000 repetitions.

For IL 4.75 mm Designs (N-50) the maximum rut depth is 9.0 mm at 15,000 repetions.

**1031.07 HMA Production.** All HMA mixtures shall be sampled within the first 500 tons on the first day of production or during start up, 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. The production of such mixture,

shall not exceed 1,500 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 mixture is demonstrated prior to start of mix production for the contract.

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

HMA plants utilizing RAS, RAP and 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 RAS, RAP and 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 RAS, RAP and FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - (8) When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
  - (9) Accumulated mixture tonnage.

- (10) Dust removed (accumulated to the nearest 0.1 ton)
- (11) Aggregate RAS, RAP and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS, 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) RAS, RAP and FRAP weight to the nearest pound (kilogram).
  - (6) Virgin asphalt binder weight to the nearest pound (kilogram).
  - (7) Residual asphalt binder in the RAS, RAP and 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 or FRAP 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. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

# **CURB CUT**

This work shall consist of horizontally saw cutting existing barrier or mountable type curb sections to form a depressed curb section. The Contractor shall take precaution while saw cutting the curb so as not to damage the curb to remain in place. Any curb, gutter, or pavement damaged by the Contractor shall be replaced at their own expense.

**Method of Measurement:** This work shall be measured for payment in place in feet.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for CURB CUT, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# LIGHTWEIGHT CELLULAR CONCRETE FILL (DISTRICT ONE)

This work consists of providing lightweight cellular concrete fill at the required location(s) according to the details and dimensions shown in the plans, and as directed by the Engineer.

# Materials:

The materials shall meet the following requirements:

Cement. Type I or Type III Portland cement shall comply with Section 1001 of the Standard Specifications. Pozzolans and finely divided minerals will not be permitted.

Water. Water shall be potable and shall meet the requirements of Section 1002 of the Standard Specifications.

Foaming Agent. A commercially available product handled in a manner that meets the recommendations of the manufacturer.

Other Concrete Admixtures. Concrete admixtures may be used only when approved by the Engineer. The concrete admixtures shall meet the requirements of Articles 1021.01 - 1021.04 of the Standard Specifications.

### **Cellular Concrete:**

The cellular concrete shall have the following properties:

<u>Class II</u> <u>Class IV</u>

Cast Density ASTM C138 24-30 pcf (384-480 kg/m<sup>3</sup>)

36-42 pcf (577-673

ka/m<sup>3</sup>)

Minimum Compressive Strength
ASTM C495-Modified

@7 days	30 psi (207 kpa)	90 psi (620 kpa)
@28 days	40 psi (276 kpa)	120 psi (827 kpa)

Freeze-thaw Resistance	N/A	300 cycles
/ :		•

(min cycles @ relative Pc=70%) per ASTM C666-Modified

Coefficient Permeability (cm/sec) per ASTM D2434

@17 kpa (2.5 psi)	1.3 x 10 <sup>-3</sup>	$4.4 \times 10^{-6}$
@124 kpa (18 psi)	1.2 x 10 <sup>-4</sup>	$3.1 \times 10^{-7}$

Water Absorption
Long term immersion
As % of cast density
(120) days per ASTM

(120) days per ASTM 20% max. 14% max.

C796-Modified

Within 15 calendar days after execution of the contract the Contractor shall submit the following:

Manufacturer's specifications, catalog cuts, and other engineering data needed to demonstrate compliance with specified requirements. These shall include test reports by test laboratories.

Written approval of the subcontractor and equipment by the manufacturer of the cellular concrete.

The temperature of the cellular concrete mixture at the point of discharge shall not be below 45 °F (7.2 °C) nor greater than 95 °F (35 °C).

### **Equipment:**

Only automated proportioning mixing and placing equipment approved by the manufacturer of the cellular concrete shall be used. The batch plant scales shall be inspected and calibrated by a reputable scale servicing company. Bulk cement shall be weighed on a scale which shall operate within a tolerance of 1 1/2 percent of the weight of the cement per batch. The plant shall be equipped with an automatic batch counter and automatic timer to account for the foam in the mixer.

# **Construction Requirements:**

<u>Prior to installation</u>. The ground surface shall be cleared of debris, sharp objects and trees. Tree stumps shall be either removed or cut to the level of the ground surface. All wheel tracks or ruts in excess of 3 inches (76 mm) in depth shall be graded smooth or otherwise filled with soil to provide a reasonable smooth surface.

If required in the plans, a geotechnical fabric for ground stabilization shall be placed according to Section 210 of the Standard Specifications.

If a geomembrane liner is required in the plans, this work shall be done according to the special provision for "Geomembrane Impermeable Liner."

If any items are to be enclosed in the fill, the items shall be set to the final location both horizontally and vertically prior to installation of the cellular concrete.

There shall be no standing water in the area to be filled. If necessary, dewatering shall be continuous during the time the cellular concrete is constructed.

The air temperature shall not be less than 35 °F (1.7 °C) at the time of placement.

Cellular concrete shall not be placed during periods of precipitation unless placed in an enclosed, covered area.

Installation. The cellular concrete shall be placed in accordance with the installation procedures provided by the manufacturer of the cellular concrete. After mixing, it shall be promptly placed in the final location, and in a manner to prevent segregation. Each lift of the Class II Cellular Concrete shall be placed to a maximum depth of 4 ft (1.2 m) and Class IV Cellular Concrete shall be placed to a maximum depth of 2 ft (0.6 m). Intermediate lifts may be placed horizontal. Only the top lift shall be sloped to grade.

The cellular concrete shall be placed using a hose. It will not be allowed to flow more than 10 feet from where it is deposited to its final position.

The final surface elevation of the cellular concrete shall be within 0.1 ± ft (30 ± mm) of the plan elevation.

The final surface of the cellular concrete shall be covered with a bituminous prime coat meeting the requirements of Article 1032 of the Standard Specifications at a rate of 0.05 to 0.10 gal/sq yd (0.2 to 0.5 L/sq m). The prime coat will not be paid for separately but shall be included in the contract unit price for the cellular concrete. The Engineer may waive the requirement for the prime coat based on design and project requirements.

<u>Testing</u>. During placement of the initial batches, the density shall be checked and adjustments made to obtain the specified cast density at the point of placement. Density of the mix shall only be adjusted by increasing or decreasing the foam.

Eight strength test specimens will be required for the first four testing locations and a minimum of four strength test specimens thereafter. Specimens shall by obtained for each 300 cu yd (230 cu m) of engineered fill placed or for each four hours of placement. The contractor shall supply EPS (expanded polystyrene) four cell molds with EPS tops for 3 in. x 6 in. (75 mm x 150 mm) test specimens. The cylinders will be protected from vandalism or environmental extremes by the use of a cure box in the field. This box will be provided by the contractor.

The specimens shall be tested by the Department in accordance with ASTM C495, except that they shall be removed from the EPS molds and air dried at a temperature of  $70 \pm 10$  °F (21.1  $\pm 5.5$  °C) and a relative humidity of  $50 \pm 30\%$  for three days prior to strength testing.

Additional specimens shall be tested to monitor the compressive strength. The last 2 specimens from each series should be tested at 28 days. The manufacturer may require special handling and testing techniques of the engineered fill.

Density tests shall be completed at a minimum rate of one per hour of placement. Additional tests shall be done if adjustments are made to the materials. These tests shall be documented.

<u>Loading</u>. Construction activities may be resumed on the material upon approval by the Engineer when a penetration rate of 1.5 in/blow (38 mm/blow) or less has been obtained with the Dynamic Cone Penetration (DCP) test as described in the Manual of Test Procedures/Geotech Manual.

### **Method of Measurement:**

Contract quantity. When the project is constructed essentially to the lines, grades or dimensions shown on the plans and the Contractor and the Engineer have agreed in writing the plan quantities are accurate, no further measurement will be required. Payment will be made for the quantities shown in the contract for the various items involved except that if errors are discovered after work has been started, appropriate adjustments will be made.

When the plans 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 as hereinafter specified.

Measured Quantities. Lightweight Cellular Concrete Fill will be measured in its final position and the volume in cubic yards (cubic meters) computed by method of average end areas. The dimensions used in calculating the average end areas shall not exceed the neat lines shown in the plans unless ordered in writing by the Engineer.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per cubic yard (cubic meter) for LIGHTWEIGHT CELLULAR CONCRETE FILL of the class specified.

# **EXPLORATION TRENCH, SPECIAL**

This work shall consist of constructing a trench for the purpose of locating existing sanitary sewer, water main, and gas main before the construction of the proposed box culvert structure.

This work shall be performed according to Section 213 of the Standard Specifications. The necessary depth of the trench is anticipated to be approximately 72 inches.

The Contractor shall provide a temporary means as to minimize the release of sediment into the waters while performing this work. Or, the Contractor can elect to perform this work outside the river with the knowing that the depth of the trench will be deeper than 72 inches and the Contractor will not receive additional compensation for digging a deeper trench.

<u>Method of Measurement:</u> This work shall be measured for payment in feet of actual trench construction.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for EXPLORATION TRENCH, SPECIAL, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# REMOVAL OF EXISTING STRUCTURE, SPECIAL

This work shall consist of completely removing the existing bridge structure according to Section 501 of the Standard Specifications.

The removal of the existing bridge structure, including, but not limited to, the removal of pavement, sidewalk, guardrail, curb, deck beams, abutments, wingwalls, saw cutting of piers, and the removal of all other appurtenances on the bridge structure shall not be paid for separately, but shall be included in REMOVAL OF EXISTING STRUCTURE, SPECIAL. The removal of the chain link fence attached to the east face of the bridge shall be paid for separately as CHAIN LINK FENCE REMOVAL.

**Method of Measurement:** This work shall be measured for payment in units of each.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for REMOVAL OF EXISTING STRUCTURE, SPECIAL, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# **COFFERDAMS (SPECIAL)**

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 (Special). 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, installation of steel casings and protection of fresh concrete from water. 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 cofferdam designed for an elevation difference of ±0.1 CDWE.

The Contractor must be careful when installing the cofferdam such that existing water mains, sanitary sewers, gas mains, or other utilities are not damaged. The Contractor should perform an exploratory trench to locate these utilities before installing the cofferdams. Any utilities damaged by the Contactor with or without first locating the utilities will be repair at the Contractor's expense. The exploratory trench used to locate utilities will be paid for as EXPLORATION TRENCH, SPECIAL.

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 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 (SPECIAL), at the locations specified.

# SANITARY MANHOLE

This work shall consist of constructing precast reinforced concrete sanitary manholes in accordance with the details shown in the plans at the locations shown in the plans.

The diameter of the manhole will be as shown in the detail SANITARY SEWER MANHOLE as shown on the plans.

All joints between precast elements, adjustment rings, and frames shall be set in place with a butyl rubber joint sealant. The adjustment rings and frame shall be sealed with an Infishield external rubber sleeve or approved equal. Adjustment rings shall not be greater than 18" in total.

The manhole frame shall be a Neenah R-1031 or approved equal frame with concealed pickhole and watertight sealing gasket. The words "SANITARY" and "HANOVER PARK" shall be cast into the lid.

<u>Method of Measurement:</u> This work shall be measured for payment in units of each.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price each for SANITARY MANHOLE, SPECIAL, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

### CHAIN LINK FENCE REMOVAL

This work shall consist of removing the existing chain link fence east of the bridge. The fence shall be removed to the closest post to the removal limits shown on the plans.

**Method of Measurement:** This work shall be measured for payment in place in feet.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for CHAIN LINK FENCE REMOVAL, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# **PUMPING**

This work shall consist of providing sufficient pumping equipment to bypass the flow from an upstream sanitary manhole to a downstream sanitary manhole while the sanitary sewer between said manholes is replaced.

Flow shall be pumped from the existing manhole at Station 770+50 to the new manhole at Station 771+51. The estimated flow rates for this sewer are between 500 gallons per minute and 1,000 gallons per minute.

The pumping equipment must be able to maintain flow for an extended period of time, including over nights and weekends, while the box culvert structure is constructed.

**Method of Measurement:** This work shall be measured for payment in calendar days.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per calendar day for PUMPING, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# **SANITARY SEWER**

This work shall consist of constructing a sanitary sewer at the locations and elevations shown on the plans.

Sanitary sewers shall be constructed with Polyvinyl Chloride (PVC) pipe having a Standard Dimension Ratio (SDR) of 26. Fittings shall meet the requirements of ASTM D-3212. The pipe shall meet the requirements of ASTM D-2241. The pipe and fittings shall be furnished with elastomeric gasket joints conforming to ASTM D-3139.

Sanitary sewers shall be tested for acceptability with a pressure test per the applicable portions of Section 31-1.12 and Section 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois. Acceptance will be based on completed

sewers which have been flushed, inspected, tested, and found acceptable by the Engineer. Inspection of cleaned and completed sections of sewer will be made at the request of the Contractor.

The removal of existing sanitary sewer in the same alignment as the proposed sanitary sewer will not be paid for separately, but shall be included in the SANITARY SEWER cost. The connection of the sanitary sewer to existing and proposed sanitary manholes will not be paid for separately, but shall be included in the SANITARY SEWER cost. Trench backfill shall be paid for separately as TRENCH BACKFILL.

**Method of Measurement:** This work shall be measured for payment in place in feet.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for SANITARY SEWER, of the internal diameter specified; which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# SANITARY SEWER, SPECIAL

This work shall consist of constructing sanitary sewer with spacers and installing it in steel casing pipe at the locations and elevations shown on the plans.

Sanitary sewer shall be constructed with Polyvinyl Chloride (PVC) pipe having a Standard Dimension Ratio (SDR) of 26. Fittings shall meet the requirements of ASTM D-3212. The pipe shall meet the requirements of ASTM D-2241. The pipe and fittings shall be furnished with elastomeric gasket joints conforming to ASTM D-3139. The casing spacers shall be manufactured by Cascade or approved equal and shall be in accordance with the details shown on the plans.

Sanitary sewer shall be tested for acceptability with a pressure test per the applicable portions of Section 31-1.12 and Section 31-1.13 of the Standard Specifications for Water and Sewer Construction in Illinois. Acceptance will be based on completed sewers which have been flushed, inspected, tested, and found acceptable by the Engineer. Inspection of cleaned and completed sections of sewer will be made at the request of the Contractor.

See the AUGER/CASING DETAIL for the required spacers.

The casing pipe shall be paid for separately as STEEL CASINGS, 20 inch diameter.

**Method of Measurement:** This work shall be measured for payment in place in feet.

Basis of Payment: This work will be paid for at the contract unit price per foot for SANITARY SEWER, SPECIAL; which shall include the cost of all labor, equipment, and

materials necessary to complete the work as described above and as indicated on the plans including the spacers.

# STEEL CASINGS

This work shall consist of installing steel casing pipe in accordance with the details shown on the plans at the locations shown on the plans.

The steel casing pipe shall be 20 inches in diameter with a 3/8" wall thickness meeting ASTM A-139 Grade B. A concrete bulkhead shall be provided at each end of the casing pipe.

The casing pipe shall be installed in two sections. The first section shall be installed so that the casing pipe extends past the outer wall of the first box culvert barrel. The second section of casing pipe shall be welded to this extension beyond the first barrel wall before the construction of the second barrel. The welding of the two sections shall not be paid for separately, but shall be included in STEEL CASINGS.

The removal of existing sanitary sewer main in the same alignment as the proposed casing pipe will not be paid for separately, but shall be included in STEEL CASINGS. The carrier pipe and spacers shall be paid for separately as SANITARY SEWER (SPECIAL).

Method of Measurement: This work shall be measured for payment in place in feet.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per foot for STEEL CASINGS, of the internal diameter specified; which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

### TRAFFIC BARRIER TERMINAL, TYPE 1

This work shall consist of installing a traffic barrier terminal in accordance with Section 631 of the Standard Specifications and the details shown on the plans at the locations shown on the plans.

The Traffic Barrier Terminal, Type 1, shall be constructed according to standard detail Standard B.L.R. 23-4 and Article 631.04. The HMA shoulder widening shown in the detail shall be included in the cost of this item. The earthwork need to construct the shoulder will be paid for separately and in accordance to Article 202.07 and/or 204.07.

The proposed curb within the limits of the shoulder widening will be depressed to  $1\frac{1}{2}$ . The cost to prepare the depression in the proposed curb will be included in the item for depressed curb. Existing curb within the area of the shoulder widening will be cut to

form a 1½" depressed curb. The cutting of the existing curb will be paid for as CURB CUT.

<u>Method of Measurement:</u> Traffic barrier terminals will be measured for payment, complete in place, in units of each. The pay limit between the traffic barrier terminal and the adjacent guardrail shall be as shown on the plans.

Earthwork for shoulder widening will be measured for payment according to Article 202.07 and/or 204.07.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per each for TRAFFIC BARRIER TERMINAL, of the type specified.

Earthwork for shoulder widening will be paid for according to Article 202.08 and/or 204.08.

Terminal markers-direct applied for traffic barrier terminal, Type 1 will be paid for separately.

Construction of depressed concrete curb for traffic barrier terminal will be paid for according to Article 606.15.

# **FURNISHED EXCAVATION**

This work shall consist of furnishing, transporting, placing, shaping, and compacting additional earth or other materials approved by the Engineer above the natural ground or other surface per the applicable portions of Section 204 of the Standard Specifications.

Furnished embankment shall only include embankment placed outside of the limits of the roadway per the cross sections shown on the plans. Placement in turf areas shall be up to 4 inches below the proposed finished grade. The top four inches shall be paid for as TOPSOIL FURNISH AND PLACE, 4".

<u>Method of Measurement:</u> This work shall be measured for payment in place per cubic yard.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per cubic yard for FURNISHED EXCAVATION, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# POROUS GANULAR EMBANKMENT, SPECIAL

This work shall consist of furnishing, transporting, placing, shaping, and compacting crushed gravel, crushed stone, crushed concrete, crushed bituminous materials, or other materials approved by the Engineer above the natural ground or other surface per the applicable portions of Section 207 of the Standard Specifications.

POROUS GANULAR EMBANKMENT, SPECIAL shall only include embankment placed beneath the roadway per the cross sections shown on the plans. The material shall be per Article 1004.04 of the Standard Specifications, except that crushed slag will not be allowed, crushed bituminous materials will be allowed, and shall meet a CA-6 gradation.

<u>Method of Measurement:</u> This work shall be measured for payment in place per cubic yard according to Article 311.08 of the Standard Specifications.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per cubic yard for POROUS GANULAR EMBANKMENT, SPECIAL which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

### REMOVE AND REPAIR EXISTING GABIONS

This work shall consist of exposing existing gabions, removing said gabions to the limits shown on the plans or as directed by the Engineer, and repairing said gabions or constructing new gabions to meet the standards set forth in Section 284 of the Standard Specifications.

The existing gabions shall be exposed by the removal of any dirt, landscaping, stone, or other material covering them. Once the gabions are exposed, the Engineer shall determine which gabions need to be repaired. All repairs shall bring the gabions up to the standards set forth in Section 284 of the Standard Specifications.

Any existing gabions which extend past the face of the proposed wingwalls of the box culvert structure shall be removed. If the existing gabions do not extend to the face of the proposed wing walls, new gabions shall be constructed up to the wingwall face according to Section 284 of the Standard Specifications.

<u>Method of Measurement:</u> This work shall be measured for payment in place in cubic yards.

Basis of Payment: This work will be paid for at the contract unit price per cubic yard for REMOVE AND REPAIR EXISTING GABIONS, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# **VALVE WITH VALVE BOX**

This work shall consist of installing a wedge valve and a valve box in accordance to the specifications and details shown on the plans.

The valve shall be a Waterous Series 2500 Resilient Wedge Valve or approved equal. The valve box shall be a Mueller H-10360 or approved equal cast iron two-piece screw type adjustable riser with a drop lid with the word "WATER" cast in it.

This item shall also include all material and equipment needed to install the valve within an existing water main. All mechanical joints shall be secured with the Series 1100 MEGALUG® Mechanical Joint Restraints or approved equal.

Method of Measurement: This work shall be measured for payment in place each.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per each for VALVE IN VALVE BOX, of the size specified; which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

The Contractor will not receive addition compensation for have to cut a new valve into an existing water main.

# **DUCTILE IRON WATER MAIN FITTINGS**

This work shall consist of providing and installing ductile iron fittings in accordance with Section 561 of the Standard Specifications and details shown on the plans. Fittings required to make to realign the water main (if needed) are estimated as:

6" Dia. - 1/8 bends

4 @ 83 lbs. each

The Contractor shall secure each mechanical joint with the Series 1100 MEGALUG® Mechanical Joint Restraints or approved equal or by a thrust block. The MEGLUG or thrust blocks shall be included in the cost of the respective fitting.

<u>Method of Measurement:</u> This work shall be measured for payment per pound of fittings.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per pound for DUCTILE IRON WATER MAIN FITTINGS, for the sizes and bends shown on the plans as needed; which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

# TRAFFIC CONTROL AND PROTECTION (DETOUR)

This work shall consist of providing a detour route in accordance with Section 701 of the Standard Specifications, the Standard Details referenced in the Traffic Control Plan special provisions, the detour route shown on the plans, and other special provisions included in the project's specifications.

The Contractor shall contact the IDOT Traffic Control Supervisor at (847) 705- 4470 a minimum 72 hours in advance of beginning work. The sign locations are shown on the plans and the exact location will be determined in the field.

Longmeadow Lane will be closed to through traffic during the project. The house at 7059 Longmeadow Lane will not have access to their driveway during the construction. The Contractor must provide the home owner's and the Village's fire and police personal access to house 24 hours a day by a method not adverse to inclement weather. This can be accomplished by providing temporary sidewalks to the house by either bituminous grindings, aggregate, or wood planks. The Contractor and Engineer can decide on the method to use during the pre-construction. Whichever method is chosen, the Contractor shall maintain it until a permanent driveway or sidewalk is in place and operational.

The Contractor shall make an attempt to contact the resident by mail and in person to notify the resident to relocate their vehicles to a location on the street 48 hours prior to removing their driveway approach and/or sidewalk. The Hanover Park Police Department shall also be made aware of the parking requirements of this resident during the construction activity.

<u>Method of Measurement:</u> This work shall be measured for payment in place lump sum.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION (DETOUR), which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans including the temporary access to 7059 Longmeadow Lane.

### HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT

This work shall consist of removing existing hot-mix asphalt driveways in accordance with Section 440 of the Standard Specifications and constructing hot-mix asphalt driveways at the locations shown on the plans.

Per the Village of Hanover Park detail on the plans, the new driveway section shall be 2 inches of hot-mix asphalt over 6 inches of CA-6 crushed stone meeting the requirements of Section 351 of the Standard Specifications. The aggregate base course shall not be paid for separately, but shall be included in HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT.

<u>Method of Measurement:</u> This work shall be measured for payment in place in square yards.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY REMOVAL AND REPLACEMENT, which shall include the cost of all labor, equipment, and materials necessary to complete the work as described above and as indicated on the plans.

**Consulting Geotechnical Engineers** 

Corporate Commerce Center of Elmhurst 650 West Grand Avenue - Suite 107 Elmhurst, Illinois 60126 Phone (630)279-7762 Fax (630)279-7795

November 23, 2010

Pavia-Marting & Co. 910 West Lake Street Roselle, Illinois 60172-3352

Attention: Mr. Dale V. Marting, Sr., P.E.

Re: Bridge Replacement With Box Culvert SN016-6091 Longmeadow Lane Over West Branch of DuPage River Hanover Park, Illinois HPN5-037-D

#### Gentlemen:

The Claude H. Hurley Company (HURLEY) has completed a Geotechnical Study for the above referenced project. The work was done per the terms of an August 17, 2010 Agreement with Pavia-Marting & Co. (P-MC) Modified for Scope Detail by a HURLEY Submittal of September 27, 2010.

### **Project Description**

The location of the site is shown on the Vicinity Map, Fig. 1 in Appendix A. The limits of the streambed, existing elements and planned improvements are shown on the Plan, Fig. 1. The following design information was obtained from P-MC.

Existing elements. Existing elements are summarized in the following.

1. Bridge deck and superstructure. The bridge is a single-span structure.

A 32.0 ft wide 39.2 ft long deck includes a 59.0 in. wide 12.0 in. thick portland cement concrete (PCC) sidewalk along the north edge and an 11.0 in. wide 12.0 in. high PCC curb along the south edge.

A composite pavement covers the deck between the sidewalk and curb. The pavement section includes an estimated 2.5 to 6.5 in. thick bituminous concrete (BC) surface-binder over a 3.0 in. PCC topping with the BC increasing in thickness by taper from each edge to the centerline crown of the roadway.

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The deck superstructure includes eight-nominal 40.0 ft long 4.0 ft wide 1.38 ft deep precast pre-stressed concrete (PPC) hollow-core beams.

2. Abutments-wingwalls-foundations. The bridge substructure includes north and south open abutments and four connecting wingwalls supported by a pile foundation.

The abutments are estimated 33.8 ft long 2.5 ft high 2.0 ft thick units. The wingwalls are 1.0 ft thick horizontal cantilever abutment extensions 3.0 ft long at the bottom-of-wall and abutment, 1.0 ft long at the top-of-curb, 3.9 ft long at the top-of-abutment and 5.0 ft tall.

The working loads are transferred by each abutment and pair of wingwalls to nine-11 to 14 in. dia steel pipe piles driven 2.8 to 5.0 ft c-c to bearing in the profile soils and filled with CIP PCC. No as-built pile data were available at the time of this Study. Nominal 20 to 25-ton capacity piles driven an estimated maximum 30.0 ft below the bridge centerline profile are assumed for discussion purposes.

- **3. Approach slabs.** Reinforced PCC approach slabs of undefined thickness, edge configuration and actual plan dimensions abut the north and south ends of the bridge. A reflective crack pattern in the existing pavement indicates the south slab is 6.0 ft long for the width-of-pavement and the north slab is 12.0 ft long for the width-of-pavement.
- **4. Fence and guardrail.** A 6.0 ft high chain link fence borders the east edge of the sidewalk and extends the length of the bridge and then northeast and southeast along the river banks. A 1.1 ft high 35.0 ft long guardrail is located along the west edge of the bridge. The top-of-rail is positioned about 1.6 ft above the bridge centerline profile.

Seven-1.5 to 2.0 in. dia 8.0 ft long fence posts and six-6.8 ft long W 4 x 6 guardrail posts are bolted and strapped to the deck beams.

5. Sanitary sewer. A 12.0 in. dia reinforced concrete pipe (RCP) sanitary sewer extends from a manhole about 31 ft southeast of the southwest corner of the bridge north across the bridge and about 250 ft north to a manhole near the north edge of Longmeadow Court at the Longmeadow Court-Longmeadow Lane Intersection.

The RCP invert is positioned about 13.8 ft below grade at the south manhole and 5.0 to 6.4 ft below the streambed at the bridge crossing.

Planned improvements. Design plans include the following.

1. Culvert-wingwalls-aprons. Two-10.0 ft clear span by 9.0 ft clear height sections will form a 45.0 ft long double-barrel box culvert. The sections will include 10.0 in.

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thick top and bottom slabs, sidewalls and interior wall for an overall 10.7 ft by 22.5 ft cross-section dimension.

A pair of upstream and downstream 5.0 to 10.0 ft tall 10.0 ft long horizontal cantilever wingwalls will be built 45 degrees off the culvert centerline at each end of the culvert.

Reinforced PCC 10.0 in. thick paved aprons with or without down-turned or thickened edge will protect inlet and outlet streambed soils. The aprons will cover the soils between wingwalls and extend from the end-of-culvert to end-of-wingwall.

The culvert and aprons will be supported by a pad of select granular material of undefined width, length and thickness. A 1.0 ft thick granular pad extending a minimum 3.0 ft outside the limits of the culvert and aprons is assumed for discussion purposes.

2. Pavement. The culvert backfill and roadway approach fill will be covered with a flexible pavement. The design section was not available at the time of this Study. A section equivalent to the existing section with a minimum 8.0 in. thick BC surface-binder-base over a minimum 4.0 in. Granular sub-base is assumed for discussion purposes.

**Demolition and replacement.** Part of the existing elements will be removed as needed to accommodate culvert, wingwall and apron construction, reference the Plan.

Sections of sidewalk, fence and guardrail will be replaced. Actual design parameters for replacement items were not available at the time of this Study.

Design grades. Initial and proposed design grades are summarized in the following.

Existing & Planned Roadway Centerline Profile at Culvert Elev 788.51

Bottom-of-Abutment Elev 783.5

Top-of-Abutment Pile Elev 784.5

Tip-of-30 Ft 20-25 Ton Abutment Pile Elev 758.5

Design Study Water Elev 779.7

Centerline Streambed Elev 779.7

Planned Top-of-Culvert Elev 787.5

Planned Bottom-of-Culvert Elev 776.8

Bottom-of-Granular Pad Elev 775.8

Planned Bottom-of-Wingwall Elev 774.6

Existing Sanitary Sewer Invert at Centerline Culvert Elev 774.6 and South Manhole Elev 774.8

Selected grades are shown on the Project Boring Logs, Fig. 1.

Page 4

# Purpose of Investigation

The purpose of this Study was to:

- 1. Define the engineering properties of the profile materials at the site,
- 2. Define the groundwater conditions,
- 3. Develop geotechnical design criteria for the planned improvements, and
- 4. Develop construction procedures.

### Scope of Investigation

The scope of the Study included:

- 1. Reviewing September 8, 2010 P-MC Design Plans for the existing elements and discussions on the planned improvements,
- 2. Reviewing the results of Previous Studies by HURLEY in the vicinity,
- 3. Reviewing geologic and related literature and making a geologic reconnaissance of the site and vicinity,
- 4. Making a series of Structure Borings (SB) and related field and laboratory tests on the profile materials,
- 5. Analyzing the results of the Study relative to project design criteria and
- 6. Preparing recommendations for geotechnical design and construction of the planned improvements.

**Field investigations.** The field investigations included making a geologic reconnaissance of the site and vicinity, and making SB-1 through SB-3. The borings were made at the location shown on the Plan, Fig. 1 in Appendix A and Boring Logs in Appendix B.

The borings were located by HURLEY using conventional surveying procedures. The elevation of the surface at each location was determined relative to Elev 788.63 for the rim of the manhole located about 31 ft southeast of the southwest corner of the bridge, reference the Plan.

Field tests included visual classification of the materials encountered in the borings, making standard penetration tests, making hand penetrometer readings on samples of

Page 5

cohesive soil, and measuring the water level in the borings during drilling, before hollow-stem auger removal and for one-day after completing the drilling operations.

Laboratory investigations. Significant properties of the materials encountered in the borings were determined in a laboratory testing program which included supplementary visual classification and water content tests on all samples. Unconfined compression tests were made on all samples suitable for testing. Atterberg limit and grain size tests were made on samples of selected soils.

The results of this Study are presented herein.

### Results of Investigation

**Data presentation.** The results of the field and laboratory studies are presented on the following.

Appendix	<u>Item</u>	Figure <u>No.</u>
Α	Vicinity Map	1
	Legend	
	Plan	
	Project Boring Logs	
В	Boring Logs	
С	Data Summary	2

**Site description and geology.** The study area is located in east-central Hanover Park, reference the Vicinity Map.

The project landforms are associated with Recent Age and Glacial Age Development on Undifferentiated Groundmoraine and Terminal Moraine of the Valparaiso Morainic System near pockets of Grayslake Peat. The geologic profile encountered in the borings includes Pavement Materials, Topsoil Fill, Trench Backfill and Fill over Glacial Drift. The Drift includes Till and Lacustrine Sediments.

**Pavement conditions.** The bridge deck topping and overlay pavement material type and thickness are summarized in Bridge Deck and Superstructure.

SB-3 was made in the pavement outside the limits of the deck. The pavement section includes a 7.0 in. thick BC surface-binder-base over a 3.0 in. Granular sub-base. The pavement material type and thickness are shown on the Project Boring Logs and Boring Logs.

**Soil conditions.** The soil profile encountered in the borings includes variable textured Recent Age Soils and Glacial Drift. The Recent Age Soils include:

Page 6

Topsoil Fill: Silty Clay, A-7-6 and Organic Silty Clay, A-7-5

Trench Backfill: Silty Clay, A-6 and Clay, A-7-6

Fill: Silty Clay, A-6 and Gravelly Sand, A-1-a

The Glacial Drift includes the following soils.

Till: Stiff to hard Silty Clay, A-6

Lacustrine Sediments: Very stiff to hard Clay, A-6

Very stiff to hard Silty Clay, A-6

Medium dense Silt, A-4

Topsoil Fill is vertical-hachured on the Project Boring Logs. Trench Backfill is right-hachured and Fill is shaded on the Logs. Cohesive Drift is shown clear. Intermediate textured Lacustrine Sediments are lightly shaded as the Zone of Wet or Friable Soils. Relatively compressible natural soils are left-hachured as the Zone of Variable Quality Support Soils.

The properties of the profile materials are described in detail on the Project Boring Logs, Boring Logs and Data Summary.

**Groundwater conditions.** Water was encountered at a depth of 9.0 to 16.0 ft while drilling SB-1 and SB-2. Water existed at a depth of 7.5 to 18.5 ft in the two borings before hollow-stem auger removal and at a depth of 11.0 to 17.0 ft after auger removal. One-day levels were at a depth of 8.0 to 9.0 ft. SB-3 was dry during drilling and for the one-day observation period.

The measured levels and HURLEY Experience on the landform indicate the level in the profile materials varies by short-term response to the river level. Levels approximate the river level, reference the Logs.

Water is perched in the variable textured shallow profile soils during periods of moderate to high rainfall and runoff, and relatively low river level. The level is hydrostatic in the soils. The levels in the basal soils shown clear and lightly shaded on the Logs are typically lower than the hydrostatic level and constant with depth in individual soil sheets.

The measured levels are shown on the Project Boring Logs and Boring Logs.

### Design Recommendations

**General.** The results of this Study indicate the Topsoil Fill vertical-hachured and Trench Backfill right-hachured on the Logs possess poor engineering properties. The soils will not develop uniform support for the planned project elements.

The Cohesive Fill Soils shaded on the Logs possess variable properties. Some of the soils are relatively strong and incompressible, others are weak and compressible.

Page 7

Some of the soils will develop uniform contact support for working loads and support for distributed loads, some will not.

The Granular Fill shaded and Natural Soils shown clear on the Logs are good to excellent quality support materials. The left-hachured and lightly shaded natural soils will not develop support for contact working loads but will support loads distributed through the competent profile materials.

**Foundation embedment criteria.** All bearing units and down-turned slab edges should be founded a minimum depth of 4.0 ft below final exterior grade to eliminate the effects of frost action and alleviate the effects of seasonal variations in moisture content on behavior. Stepped bearing units should be founded a minimum depth of 1.0 ft into the selected bearing stratum.

Culvert-wingwall-apron support criteria. Granular soils shaded and intermediate textured soils lightly shaded on the Logs, and other soils exposed in uncontrolled wet cut for more than a conventional cut and cover time frame should be protected with a minimum 4.0 in. thick mud mat. Contract quantities should be estimated assuming no need for a mud mat to protect the relatively competent soils anticipated at the planned bottom-of-cut, but the need for a mud mat if review of the construction methods, sequence and schedule indicates potential for uncontrolled wet working conditions.

Poor culvert support soils exist in the sanitary sewer trench, reference the Plan and right-hachured soils on the Logs. The problem soils should be removed to the depth encountered for the width-of-trench. The removal should extend a minimum 3.0 ft outside the limits of the barrel at the bottom-of-barrel. The length of the cut at the bottom-of-cut should equal the trench length across the culvert plus the depth-of-cut. Contract quantities should be estimated assuming the need to remove problem soils to the sewer pipe springline about 2.0 ft below the bottom-of-culvert for a 4.0 ft trench width and 25.0 ft trench length.

No problem soils are anticipated in the rest of the culvert footprint or in the footprint of the wingwalls and aprons. Contract quantities should be estimated using the recommended limits of special treatment. The actual extent of the work should be a field determination by examination and evaluation of the conditions during construction.

Excavated materials should be replaced with engineered fill. Fill material should be selected per Earthwork Materials. Fill should be built per Earthwork Controls.

Culvert-wingwall-apron design criteria. The design and performance of the structural elements should be confirmed using the following parameters.

The culvert should be designed for a vertical stress pv = 150 psf for a 1.0 ft thick pavement section plus a traffic stress, pt = 125 psf.

Page 8

The culvert headwalls, sidewalls and planned horizontal cantilever wingwalls should be designed to support a lateral active earth pressure, pa = 60 psf per foot of sidewall and wingwall height and traffic surcharge, pt = 60 psf where applicable.

The culvert and wingwall base should be dimensioned using a maximum uniform net allowable soil bearing value, Qa = 7.0 ksf. Performance should be evaluated using a modulus of subgrade soil reaction, kv = 250 kcf.

Alternate L-type and T-type vertical cantilever wingwall footing design should consider Qa = 6.0 ksf, a maximum toe pressure and Qt = 9.0 ksf. Design to resist sliding should consider a maximum shear resistance, Ca = 1.2 ksf or maximum coefficient of friction, f = 0.40 whichever controls.

Apron slabs should be designed per Illinois Department of Transportation (IDOT) Guidelines. Soil supported down-turned edge or thickened edge design should consider a Qa = 5.0 ksf. Soil supported slab performance should be evaluated using kv = 250 kcf.

Structural elements designed and supported as recommended will undergo negligible settlement.

**Approach embankment criteria.** The following procedures should be used to minimize earthwork and develop stable approach pavement support.

1. The grade should be prepared for installation of the approach pavement by stripping existing approach pavement, approach slabs, rubble, debris and other loose surface accumulation, and removing the profile materials to design subgrade. The exposed materials should be inspected and evaluated for suitability and stability per Earthwork Controls.

Bridge deck and superstructure beams, abutments and wingwalls should be removed. Upper pile sections should be cutoff as required to accommodate culvert, wingwall and apron construction and develop stable support for new fill and pavement. Plans should include removal to a minimum depth of 5.0 ft below planned pavement design subgrade.

Topsoil Contaminated Fill, Topsoil and Other Unsuitable Soils should be removed to the depth encountered or to a maximum depth of 3.0 ft below design subgrade to 2.0 ft outside the edge-of-pavement or back-of-curb for roadway outside the limits of the existing bridge.

Unstable non-workable soils should be removed to the depth encountered or to a maximum depth of 2.0 ft below design subgrade to 2.0 ft outside the edge-of-pavement or back-of-curb.

Page 9

The end of the cut section should slope 10.0H:1.0V from undercut subgrade to pavement design subgrade.

Contract quantities should be estimated assuming the need for a 4.0 ft wide zone of special treatment to the bottom-of-abutment at the back of each abutment and a 1.0 ft depth of treatment for the pavement outside the bridge limits.

2. An approved stabilization filter fabric or geogrid should be placed on the cut grade soils as required for stability.

The stabilization fabric should possess the following minimum properties.

<u>Property</u>	Recommended <u>Value</u>
Tensile Strength, Lb	250
Mullen Burst Strength, Psi	550
Puncture Strength, Lb	140
Trapezoidal Tear, Lb	90

The geogrid should possess similar properties.

Sheets of fabric or geogrid should be rolled side-by-side along the length and width of the pavement removal section plus 2.0 ft up the cut. The pavement fabric or geogrid should be placed with a minimum 2.0 ft overlap between sheets. The fabric or geogrid should be tied down with cobbles, masonry units or other suitable weights to ensure uniformity and continuity in placement.

Contract quantities should be estimated assuming no need for fabric or geogrid along the approach pavement.

3. A pad of engineered embankment fill should be built to roadway design subgrade. Fill material should be selected per Earthwork Materials. The pavement pad should be placed by truck end-dumping to a minimum 2.0 ft high head using continuous systematic procedures to prevent unacceptable taper in the pad, minimize disturbance to the exposed soils, and minimize loss-of-ground.

All placement operations should be controlled to prevent ripping, displacement or other distress to the filter fabric or geogrid and allow adequate compaction of fill material.

Contract quantities should be estimated using the recommended limits of special treatment. The actual extent of work should be determined by examination and evaluation of the conditions during construction.

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#### **Recommended Construction Procedures**

**Utility protection.** Utility locations should be predetermined and marked to prevent interruption to service during construction.

Earthwork controls. Exposed subgrade soils should be prepared for approach pavement construction, existing structural elements demolished and removed, existing slopes scarified, notched or benched to promote bond between new fill and existing materials, and fill placed and compacted per Section 200 of the IDOT Standard Specifications for Road and Bridge Construction and related Construction Memoranda and Special Provisions.

The surface of the river banks, backslopes and cut slopes should be prepared for new fill placement by benching the grade per the following.

- 1. The bench cut should be a depth of 1.0 ft minimum and 3.0 ft maximum.
- 2. The bench width should be twice the bench cut but not less than 6.0 ft.

**Excavation methods and support.** General earthwork for site preparation and limited earthwork for the approach pavement, culvert, wingwalls and aprons can be accomplished with conventional equipment.

Excavation slopes should be flattened as required to maintain soil stability, protect the work in progress and protect the adjacent roadway, utilities and slopes. The materials vertical-hachured, right-hachured and shaded on the Logs should be excavated on a 1.0H:1.0V dewatered slope. The soils shown clear will be stable on a 1.0H:2.0V to nearly vertical slope for a normal construction period. The lightly shaded and left-hachured soils should be cut on a 1.0H:1.0V to 1.3H:1.0V dewatered slope.

Tight sheeting and bracing should be used to maintain soil stability in limited working conditions, maintain a vertical cut in the profile materials and minimize earthwork and dewatering requirements. Sheeting and bracing systems should be designed using a rectangular pressure distribution with ordinate equal to 45 psf per ft of supported height for drained conditions and 105 psf per ft for undrained conditions plus a 125 psf traffic surcharge. A braced support system should be embedded a minimum 3.0 ft below cut grade for a 10.0 ft supported height. Rakers, struts, tiebacks and other lateral support members should be designed using conventional procedures. Cantilever sheeting should be driven below cut grade a minimum embedment depth of 1.2 times the supported height.

**Dewatering.** The granular soils shaded and intermediate textured soils lightly shaded on the Logs are moderately pervious to pervious. The rest of the soils are relatively impervious. Water will seep from the moderately pervious materials and flow from the pervious soils when the soils are excavated uncontrolled in the presence of free water.

Page 11

Minor difficulties due to seepage and surface runoff are anticipated during general earthwork and excavation for approach pavement elements in the soils vertical-hachured and shaded on the Logs. Excavations should be kept dry.

A gravity drain system, sumps equipped with standard pumps or other conventional relatively minor dewatering procedures will be sufficient to maintain dry working conditions for the general earthwork and in the cuts for the approach pavement.

No plans for working in the river channel were available at the time of this Study. Typical means and methods include staged river diversion structures to enable sequential construction of the culvert, wingwalls and aprons. Deep filtered sumps should be used as needed to supplement diversion structures and maintain dry working conditions.

The groundwater conditions and river flow should be monitored at the time of construction and pump tests made prior to excavation to determine the type, extent and capacity of dewatering system required to maintain dry working conditions.

**Earthwork materials.** A free-draining granular material equivalent to IDOT PGES with the following gradation should be used as structural fill and embankment fill in undercut-replacement zones where wet conditions exist at undercut subgrade or unstable undercut subgrade soils or limited working conditions prevent compaction of other fill materials.

Sieve <u>No.</u>	Crushed Concrete or Crushed Stone (% Passing)	Gravel- Crushed Gravel or Pit-Run Gravel (% Passing)
6 in.	97 ± 3	97 ± 3
4 in.	$90 \pm 10$	90 ± 10
2 in	$45 \pm 25$	$55 \pm 25$
No. 4	-	$30 \pm 20$
No. 200	5 ± 5	5 ± 5

The percent passing the 6 in. sieve should be  $90 \pm 10$  and the 4 in. sieve requirements eliminated for an undercut thickness greater than 18 in. Each lift of PGES should be surfaced with a layer of IDOT CA-6 Crushed Stone, Crushed Concrete or Sand-Gravel as required to properly choke surface voids.

Pavement sub-base should be IDOT CA-6 Crushed Stone, Crushed Concrete or Sand-Gravel.

Other fill material should be soil approved for the intended use.

Page 12

Subgrade soil protection. The base of all excavations should be protected during construction from deterioration or softening caused by frost, ponding of water and construction activity. Water should not be allowed to stand on stripped or prepared grade, or in the excavations for a sustained period of time. Soft, loose or disturbed soils should be removed to competent support materials. A mud mat should be used as required to protect soils exposed to sustain work in wet uncontrolled conditions.

### Review of Plans and Specifications

The recommendations submitted are based on the available information and the design details furnished by P-MC. Final Plans and Specifications for the Improvements should be reviewed by HURLEY to determine if changes in the design criteria and recommended construction procedures are necessary.

The Contractor should submit special treatment, demolition, excavation, dewatering and foundation installation procedures for review by HURLEY prior to construction.

### **Construction Materials Engineering**

A representative of HURLEY should be present during the demolition and earthwork operations to ensure compliance with the Specifications and make decisions necessary for the orderly progress of work. Deviations from the measured conditions should be brought to the attention of HURLEY so design parameters can be updated as required.

The subgrade soils should be evaluated to determine the extent of processing required to provide stable bearing for the project elements. Bearing materials should be sampled and tested for adequate strength.

Excavated soils and proposed borrow materials should be evaluated for use in the project earthwork. Placement and compaction activities should be monitored on a regular basis during construction.

Performance of dewatering, excavation and excavation support methods should be monitored continuously to ensure maintenance of competent subgrade and profile soils.

46

Thank you for the opportunity to be of continuing service.

Very truly yours,

CLAUDE H. HURLEY COMPANY

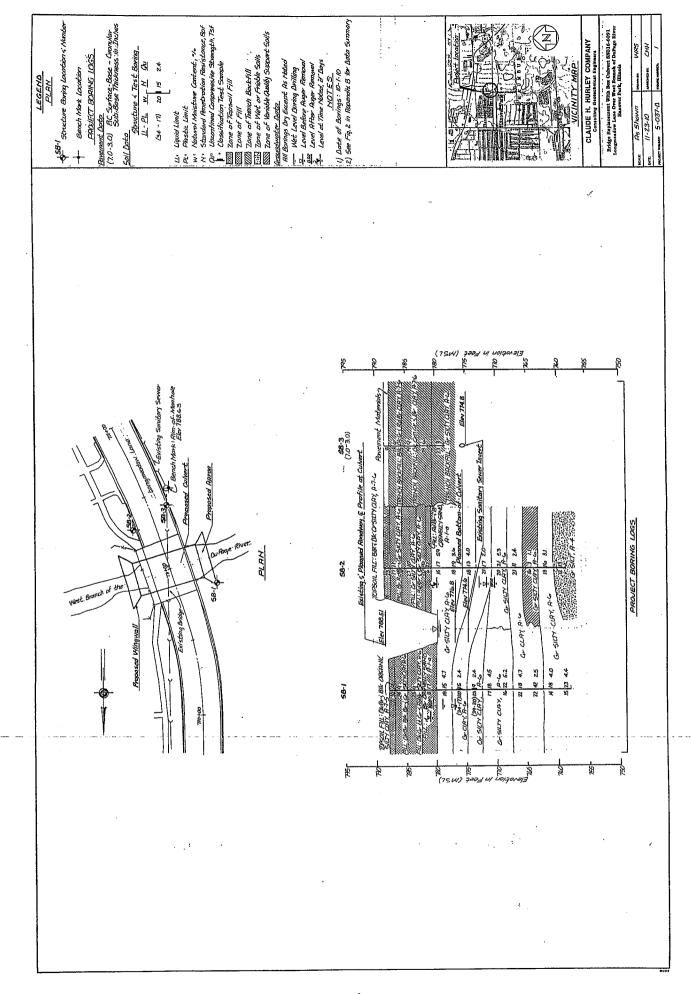
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**Engineering Director** 

# APPENDIX A

VICINITY MAP LEGEND PLAN PROJECT BORING LOGS



APPENDIX B

**BORING LOGS** 

#### CLAUDE H. HURLEY COMPANY BORING LOG BORING NO. \_\_SB-1 PROJECT NO. \_\_\_\_\_\_5-037-D PROJECT BRIDGE REPLACEMENT WITH BOX CULVERT SN016-6091 LONGMEADOW LANE HANOVER PARK, ILLINOIS 27'R 770+61 LOCATION \_ STATE STRUCTURE STATION OFFSET DRILLING CONTRACTOR \_\_GEO SERVICES, INC. DATE OF DRILLING: STARTED 10-1-10 COMPLETED 10-1-10 SURFACE ELEVATION 787.9 LOGGED BY\_\_\_ E. MUELLER DRILLED BY D. ROSEL DRILLING METHOD GROUNDWATER DATA γd Qυ CLASSIFICATION Bp6in. % pcf RIG TYPE MOBILE B-57 HOUR DATE DEPTH Elev TOPSOIL FILL: DK BR & BLK ΑU 32 AUGER TYPE-DEPTH 6 IN. HSA-30.0 ORGANIC SILTY CLAY, A-7-5 ממ 10-1 9.0 17.0 0 CASING TYPE-DEPTH \_\_\_\_\_ 10-1 AAR FILL: DK BR, BLK, BR & GR 24 SAMPLER TYPE AU-SS SILTY CLAY, A-6 10-2 8.0 24 70 **CLASSIFICATION** Depth Bp6in. % pcf Elev 784.9 1 FILL: DK GR, LT GR & 23 22 2.5 22 RD BR SILTY CLAY, A-6 GR CLAY, A-6 20 762.4 782.4. 8 4.0 14 10 Я FILL: BR GRAVELLY SAND, A-1-a 457 (1) 10 GR SILTY CLAY, A-6 779.9 GR SILTY CLAY, A-6 10 4.4 15 4.7 18 757.9 END OF BORING 30 10 777.4 GR CLAY, A-6 5 2.4 20 10 774.9 GR SILTY CLAY, A-6 23 772.4 17 10 GR SILTY CLAY, A-6 5.2 10 16 20 767.4 GR CLAY, A-6 4.7 8 22 10

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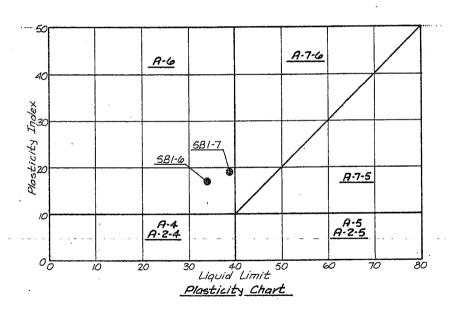
### **CLAUDE H. HURLEY COMPANY**

APPENDIX C

DATA SUMMARY

#### SOIL TEST DATA

TATE JOB NUMBI	ER	ROUTE Longmeadow Lane CONTRACT							
SECTION									
LAB. NO.				SB1-6	SB1-7				
STATION				770+61	770+61				
LOCATION			FT	27'R	27'R				
DEPTH			Fτ	10.5-13.0	13.0-15.5				
AASHTO CLASSIF	CATION			A-6(14)	A-6(20)				
GRAIN SIZE CLAS	SIFICATION			CLAY	SIC				
GRADATION - PAS	SING 1"	SIEVE	*						
	3/4*		*						
	1/2*		*	100					
	NO. 4	•	%	98					
	NO. 10		%	96					
u	NO. 40		%	93					
	NO. 100	٠	%	89	100				
	NO. 200	٠	*	87	99.				
SAND / GRAVEL			%	13	1				
SILT			%	50	56				
CLAY			%	37	43				
LIQUID LIMIT			%	34	39				
PLASTICITY INDEX	<		%	17	19				
BEARING RATIO			%						
STANDARD DRY D	ENSITY AAS	нто т	99 PCF						
OPTIMUM MOISTL	RE CONTE	NT	%						
LOSS - ON - IGNIT	NOI		%						
TOTAL ORGANIC	MATTER		%						
SPECIFIC GRAVIT	Υ								



#### DATA SUMMARY

Consulting Geotechnical Engineers	YNA	
Bridge Replacement With Box Cuivert SN016-6091 Longmeadow Lane Over West Branch of DuPage Rive Hanover Park, Illinois	016-6091 Page River	

SCALE:	As Shown	DRAWN BY:	WRS
DATE:	11-23-10	APPROVED BY:	СНН
PROJECT N	UMBER: 5-037-D	FIGURE NUMBER:	2

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

Effective: August 1, 2012

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

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

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$10.00 per hour for training given a certified graduate trainee on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under the Illinois Prevailing Wage Act and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

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

TPG under the Contract and the number of hours for which the incentive payment provided under this Special Provision will be or has been claimed for the TPG.

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

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$10.00 per hour for TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

The Contractor shall provide training opportunities aimed at developing full journeyworker in the type of trade or job classification involved. The initial number of TPGs for which the incentive is available under this contract is 1. During the course of performance of the Contract the Contractor may seek approval from the Department for additional incentive eligible TPGs. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the TPGs are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Special Provision. The Contractor shall also insure that this Training Program Graduate Special Provision is made applicable to such subcontract if the TPGs are to be trained by a subcontractor and that the incentive payment is passed on to each subcontractor.

For the Contractor to meet the obligations for participation in this TPG incentive program under this Special Provision, the Department has contracted by Intergovernmental Agreement with the Illinois Community College Board to provide screening, tutoring and pre-training to individuals interested in working in the applicable construction classification and has certified those students who have successfully completed the program and are eligible to be TPGs. A designated IDOT staff member, the Director of the Office of Business and Workforce Diversity (OBWD), will be responsible for providing assistance and referrals to the Contractor for the applicable TPGs. For this contract, the Director of OBWD is designated as the responsible IDOT staff member to provide the assistance and referral services related to the placement for this Special Provision. For purposes of this Contract, contacting the Director of OBWD and interviewing each candidate he/she recommends constitutes reasonable recruitment.

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

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program

Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT Illinois Community College Program to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate TPG Special Provision \$10.00 an hour incentive.

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



#### GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

The permittee shall comply with the terms and conditions of the Regional Permits and the following general conditions for all activities authorized under the RPP:

1. State 401 Water Quality Certification - Water quality certification under Section 401 of the Clean Water Act may be required from the Illinois Environmental Protection Agency (IEPA). The District may consider water quality, among other factors, in determining whether to exercise discretionary authority and require an Individual Permit. Please note that Section 401 Water Quality Certification is a requirement for projects carried out in accordance with Section 404 of the Clean Water Act. Projects carried out in accordance with Section 10 of the Rivers and Harbors Act of 1899 do not require Section 401 Water Quality Certification

On March 2, 2012, the IEPA granted Section 401 certification, with conditions, for all Regional Permits, except for activities in certain waterways noted under RPs 4 and 8. The following conditions of the certification are hereby made conditions of the RPP:

- 1. The applicant shall not cause:
  - a) a violation of applicable water quality standards of the Illinois Pollution Control Board Title 35, Subtitle C: Water Pollution Rules and Regulations;
  - b) water pollution defined and prohibited by the Illinois Environmental Protection Act;
  - c) interference with water use practices near public recreation areas or water supply intakes;
  - d) a violation of applicable provisions of the Illinois Environmental Protection Act.
- 2. The applicant shall provide adequate planning and supervision during the project construction period for implementing construction methods, processes and cleanup procedures necessary to prevent water pollution and control erosion.
- 3. Except as allowed under condition 9, any spoil material excavated, dredged or otherwise produced must not be returned to the waterway but must be deposited in a self-contained area in compliance with all State statutes, regulations and permit requirements with no discharge to waters of the State unless a permit has been issued by the Illinois EPA. Any backfilling must be done with clean material placed in a manner to prevent violation of applicable water quality standards.
- 4. 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 soil erosion during construction shall be taken and may include the installation of sedimentation basins and temporary mulching. All construction within the waterway shall be conducted during zero or low flow conditions. The applicant shall be responsible for obtaining a NPDES Stormwater 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. A NPDES Stormwater Permit may be obtained by submitting a properly completed Notice of Intent (NOI) form by certified mail to the Illinois EPA's Division of Water Pollution Control, Permit Section.
- 5. The applicant shall implement erosion control measures consistent with the Illinois Urban Manual (IEPA/USDA, NRCS; 2011, http://aiswcd.org/IUM/index.html).
- 6. The applicant is advised that the following permits(s) must be obtained from the Illinois EPA: The applicant must obtain permits to construct sanitary sewers, water mains, and related facilities prior to construction.
- 7. Backfill used in the stream-crossing trench shall be predominantly sand or larger size material, with less than 20% passing a #230 U.S. sieve.
- 8. Any channel relocation shall be constructed under dry conditions and stabilized to prevent erosion prior to the diversion of flow.
- 9. Backfill used within trenches passing through surface waters of the State, except wetland areas, shall be clean course aggregate, gravel or other material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material may be used only if:
  - a) particle size analysis is conducted and demonstrates the material to be at least 80% sand or larger size material, using #230 U.S. sieve; or
  - b) excavation and backfilling are done under dry conditions.
- 10. Backfill used within trenches passing through wetland areas shall consist of clean material which will not cause siltation, pipe damage during placement, or chemical corrosion in place. Excavated material shall be used to the extent practicable, with the upper six (6) to twelve (12) inches backfilled with the topsoil obtained during trench excavation.
- 11. Any applicant proposing activities in a mined area or previously mined area shall provide to the IEPA a written determination regarding the sediment and materials used which are considered "acid-producing material" as defined in 35 II. Adm. Code,



- Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 Il. Adm. Code 404.101.
- 12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
- 13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- 14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.
- 2. <u>Threatened and Endangered Species</u> If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Act, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Review all documentation pertaining to the species list, provide the rationale for your effects determination for each species, and send the information to this office for review.

If no species, their suitable habitats, or critical habitat are listed, then a "no effect" determination can be made, and section 7 consultation is not warranted. If species or critical habitat appear on the list or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

Projects in Will, DuPage, or Cook Counties that are located in the recharge zones for Hine's emerald dragonfly critical habitat units may be reviewed under the RPP, with careful consideration due to the potential impacts to the species. All projects reviewed that are located within 3.25 miles of a critical habitat unit will be reviewed under Category II of the RPP. Please visit the following website for the locations of the Hine's emerald dragonfly critical habitat units in Illinois. http://www.fws.gov/midwest/endangered/insects/hed/FRHinesFinalRevisedCH.html

3. <u>Historic Properties</u> - In cases where the District determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity may require an Individual Permit. A determination of whether the activity may be authorized under the RPP instead of an Individual Permit will not be made until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

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 with the appropriate documentation to demonstrate compliance with those requirements.

Non-Federal permittees must include notification to the District 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 permit application 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)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District 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 District, the non-Federal applicant shall not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.



The District will take into account the effects on such properties in accordance with 33 CFR Part 325, Appendix C, and 36 CFR 800. If all issues pertaining to historic properties have been resolved through the consultation process to the satisfaction of the District, Illinois Historic Preservation Agency (IHPA) and Advisory Council on Historic Preservation, the District may, at its discretion, authorize the activity under the RPP instead of an Individual Permit.

Applicants are encouraged to obtain information on historic properties from the IHPA and the National Register of Historic Places at the earliest stages of project planning. For information, contact:

> Illinois Historic Preservation Agency 1 Old State Capitol Plaza Springfield, IL 62701-1507 (217) 782-4836 www.illinoishistory.gov

If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity, you must immediately notify this office of what you have found, and to the maximum extent practicable, stop activities that would adversely affect those remains and artifacts until the required coordination has been completed. We will initiate the Federal, Tribal and State coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

4. Soil Erosion and Sediment Control - Measures shall be taken to control soil erosion and sedimentation at the project site to ensure that sediment is not transported to waters of the U.S. during construction. Soil erosion and sediment control measures shall be implemented before initiating any clearing, grading, excavating or filling activities. All temporary and permanent soil erosion and sediment control measures shall be maintained throughout the construction period and until the site is stabilized. All exposed soil and other fills, and any work below the ordinary high water mark shall be permanently stabilized at the earliest practicable date.

Applicants are required to prepare a soil erosion and sediment control (SESC) plan including temporary BMPs. The plan shall be designed in accordance with the Illinois Urban Manual, 2011 (http://aiswcd.org/IUM/index.html). Practice standards and specifications for measures outlined in the soil erosion and sediment control plans will follow the latest edition of the "Illinois Urban Manual: A Technical Manual Designed for Urban Ecosystem Protection and Enhancement." Additional Soil Erosion and Sediment Control (SESC) measures not identified in the Illinois Urban Manual may also be utilized upon District approval.

At the District's discretion, an applicant may be required to submit the SESC plan to the local Soil and Water Conservation District (SWCD), or the Lake County Stormwater Management Commission (SMC) for review. When the District requires submission of an SESC plan, the following applies: An activity may not commence until the SESC plan for the project site has been approved; The SWCD/SMC will review the plan and provide a written evaluation of its adequacy; A SESC plan is considered acceptable when the SWCD/SMC has found that it meets technical standards. Once a determination has been made, the authorized work may commence unless the SWCD/SMC has requested that they be notified prior to commencement of the approved plans. The SWCD/SMC may attend pre-construction meetings with the permittee and conduct inspections during construction to determine compliance with the plans. Applicants are encouraged to begin coordinating with the appropriate SWCD/SMC office at the earliest stages of project planning. For information, contact:

McHenry-Lake County SWCD

www.lakecountvil.gov/stormwater

1648 South Eastwood Dr. Woodstock, IL 60098

(815) 338-0099 ext.3

Kane-DuPage SWCD 2315 Dean Street, Suite 100 St. Charles, IL 60174 (630) 584-7961 ext.3 www.kanedupageswcd.org

www.mchenryswcd.org North Cook-SWCD-Lake County-SMC 500 W. Winchester Rd, Suite 201 Libertyville, IL 60048 (847) 377-7700

899 Jay Street Elgin, IL 60120 (847) 468-0071 www.northcookswcd.org

5. Total Maximum Daily Load - For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/

6. Floodplain - Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois



Department of Natural Resources, Office of Water Resources, (IDNR-OWR) which regulates activities affecting the floodway and the local governing agency (e.g., Village or County) with jurisdiction over activities in the floodplain. Compensatory storage may be required for fill within the floodplain. Applicants are encouraged to obtain information from the IDNR-OWR and the local governing agency with jurisdiction at the earliest stages of project planning. For information on floodway construction, contact:

IDNR/OWR 2050 Stearns Road Bartlett, IL 60103 (847) 608-3100 http://dnr.state.il.us/owr/

For information on floodplain construction, please contact the local government and/or the Federal Emergency Management Agency. Pursuant to 33 CFR 320.4(j), the District will consider the likelihood of the applicant obtaining approval for above-ground permanent fills in floodplains in determining whether to issue authorization under the RPP.

- 7. Navigation No activity may cause more than a minimal adverse effect on navigation. 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. 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.
- 8. Proper Maintenance Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.
- 9. <u>Aquatic Life Movements</u> No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.
- 10. <u>Equipment</u> Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.
- 11. <u>Wild and Scenic Rivers</u> 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. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.
- 12. <u>Tribal Rights</u> No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.
- 13. <u>Water Supply Intakes</u> No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
- 14. Shellfish Production No discharge of dredged or fill material may occur in areas of concentrated shellfish production.
- 15. <u>Suitable Material</u> No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.
- 16. Spawning Areas Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.
- 17. Obstruction of High Flows Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.
- 18. <u>Impacts From Impoundments</u> If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.
- 19. <u>Waterfowl Breeding Areas</u> Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.
- 20. Removal of Temporary Fills Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.
- 21. <u>Mitigation</u> All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

resource need of the impacted watershed. Permit applicants are responsible for proposing an appropriate compensatory mitigation option to offset unavoidable impacts. However, the District is responsible for determining the appropriate form and amount of compensatory mitigation required when evaluating compensatory mitigation options, and determining the type of mitigation that would be environmentally preferable. In making this determination, the District will assess the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed. Methods of providing compensatory mitigation include aquatic resource restoration, establishment, enhancement, and in certain circumstances, preservation. Compensatory mitigation will be accomplished by establishing a minimum ratio of 1.5 acres of mitigation for every 1.0 acre of impact to waters of the U.S. Furthermore, the District has the discretion to require additional mitigation to ensure that the impacts are no more than minimal. Further information is available at www.lrc.usace.army.mil/Missions/Regulatory/Illinois/Mitigation.aspx

22. Notification - The applicant shall provide written notification (i.e., a complete application) for a proposed activity to be authorized under the RPP prior to commencing a proposed activity. The District's receipt of the complete application is the date when the District receives all required notification information from the applicant (see below). If the District informs the applicant within 60 calendar days that the notification is incomplete (i.e., not a complete application), the applicant shall submit to the District, in writing, the requested information to be considered for review under the Regional Permit Program. A new 60 day review period will commence when the District receives the requested information. Applications that involve unauthorized activities that are completed or partially completed by the applicant are not subject to the 60-day review period.

For all activities, notification shall include:

- a. A cover letter providing a detailed narrative of the proposed activity describing all work to be performed, a clear project purpose and need statement, the Regional Permit(s) to be used for the activity, the area (in acres) of waters of the U.S. to be impacted (be sure to specify if the impact is permanent or temporary, and identify which area it affects), and a statement that the terms and conditions of the RPP will be followed.
- b. A completed joint application form for Illinois signed by the applicant or agent. The application form is available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/forms/appform.pdf. If the applicant does not sign the joint application form, notification shall include a signed, written statement from the applicant designating the agent as their representative.
- c. A delineation of waters of the U.S., including wetlands, for the project area, and for areas adjacent to the project site (off-site wetlands shall be identified through the use of reference materials including review of local wetland inventories, soil surveys and the most recent available aerial photography), shall be prepared in accordance with the current U.S. Army Corps of Engineers methodology (www.usace.army.mil/Missions/CivilWorks/RegulatoryProgramandPermits/reg\_supp.aspx) and generally conducted during the growing season.\* Our wetland delineation standards are available at www.lrc.usace.army.mil/Portals/36/docs/regulatory/pdf/Delineations.pdf. For sites supporting wetlands, the delineation shall include a Floristic Quality Assessment (Swink and Wilhelm. 1994, latest edition, Plants of the Chicago Region). The delineation shall also include information on the occurrence of any high-quality aquatic resources (see Appendix A), and a listing of waterfowl, reptile and amphibian species observed while at the project area. The District reserves the right to exercise judgment when reviewing submitted wetland delineations. Flexibility of the requirements may be determined by the District on a case-by-case basis only.
- d. A street map showing the location of the project area.
- e. Latitude and longitude for the project in decimal degrees format (i.e. 41.88377N, -87.63960W).
- f. Preliminary engineering drawings sized 11" by 17" (full-sized may be requested by the project manager and you may also submit plans in PDF format on a disc) showing all aspects of the proposed activity and the location of waters of the U.S. to be impacted and not impacted. The plans shall include grading contours, proposed and existing structures such as buildings footprints, roadways, road crossings, stormwater management facilities, utilities, construction access areas and details of water conveyance structures. The plans shall also depict buffer areas, outlots or open space designations, best management practices, deed restricted areas and restoration areas, if required under the specific RP.
- g. Submittal of soil erosion and sediment control (SESC) plans that identify all SESC measures to be utilized during construction of the project.
- h. The application packet shall indicate whether resources (species, their suitable habitats, or critical habitat) listed or designated under the Endangered Species Act of 1973, as amended, may be present within areas affected (directly or indirectly) by the proposed project. Applicants shall provide a section 7 species list for the action area using the on-line process at the USFWS website. You can access "U.S. Fish and Wildlife Service Endangered Species Program of the Upper Midwest" website at www.fws.gov/midwest/Endangered. Click on the section 7 Technical Assistance green shaded box in the lower right portion of the screen and follow the instructions to completion. Print all documentation pertaining to the species list, include the rationale for your effects determination for each species, and forward the information to this office for review.

<sup>\*</sup> If a wetland delineation is conducted outside of the growing season, the District will determine on a case-by-case basis whether sufficient evidence is available to make an accurate determination. If the District finds that the delineation lacks sufficient evidence, the application will not be considered complete until the information is provided. This may involve re-delineating the project site during the growing season.

In the event there are no species, their suitable habitats, or critical habitat, then a "no effect" determination can be made and section 7 consultation is not warranted. If species or critical habitat appear on the list, or suitable habitat is present within the action area, then a biological assessment or biological evaluation will need to be completed to determine if the proposed action will have "no effect" or "may effect" on the species or suitable habitat. The District will request initiation of section 7 consultation with the USFWS upon agreement with the applicant on the effect determinations in the biological assessment or biological evaluation. If the issues are not resolved, the analysis of the situation is complicated, or impacts to listed species or critical habitat are found to be greater than minimal, the District will consider reviewing the project under the Individual Permit process.

- i. A determination of the presence or absence of any State threatened or endangered species. Please contact the Illinois Department of Natural Resources (IDNR) to determine if any State threatened and endangered species could be in the project area. You can access the IDNR's Ecological Compliance Assessment Tool (EcoCAT) at the following website: http://dnrecocat.state.il.us/ecopublic/. Once you complete the EcoCAT and consultation process, forward all resulting information to this office for consideration. The report shall also include recommended methods as required by the IDNR for minimizing potential adverse effects of the project.
- j. A statement about the knowledge of the presence or absence of Historic Properties, which includes properties listed, or properties eligible to be listed in the National Register of Historic Places. A letter from the Illinois Historic Preservation Agency (IHPA) can be obtained indicating whether your project is in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended. The permittee shall provide all pertinent correspondence with the IHPA documenting compliance. The IHPA has a checklist of documentation required for their review located here: www.illinoishistory.gov/PS/rcdocument.htm.
- k. Where an appropriate watershed plan is available, the applicant shall address in writing how the proposed activity is aligned with the relevant water quality, hydrologic, and aquatic resource protection recommendations in the watershed plan.
- I. A discussion of measures taken to avoid and/or minimize impacts to aquatic resources on the project site.
- m. A compensatory mitigation plan for all impacts to waters of the U.S. (if compensatory mitigation is required under the specific RP).
- n. A written narrative addressing all items listed under the specific RP.

Annrowed by

For Category II activities, the District will provide an Agency Request for Comments (ARC) which describes the proposed activity. The ARC will be sent to the following agencies: United States Fish & Wildlife Service (USFWS), United States Environmental Protection Agency (USEPA), Illinois Department of Natural Resources (IDNR), Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), Illinois Environmental Protection Agency (IEPA), Illinois Historic Preservation Agency (IHPA), Illinois Nature Preserves Commission (INPC) and U.S. Coast Guard (Section 10 activities only). Additional entities may also be notified as needed. These agencies have ten (10) calendar days from the date of the ARC to contact the District and either provide comments or request an extension not to exceed fifteen (15) calendar days. The District will fully consider agency comments received within the specified time frame. If the District determines the activity complies with the terms and conditions of the RPP and impacts on aquatic resources are minimal, the District will notify the applicant in writing and include special conditions if deemed necessary. If the District determines that the impacts of the proposed activity are more than minimal, the District will notify the applicant that the project does not qualify for authorization under the RPP and instruct the applicant on the procedures to seek authorization under an Individual Permit.

- 23. <u>Compliance Certification</u> Any permittee who has received authorization under the RPP from the District shall submit a signed certification regarding the completed work and any required mitigation. The certification will be forwarded by the District with the authorization letter and will include: a) a statement that the authorized work was done in accordance with the District's 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.
- 24. <u>Multiple use of Regional Permits</u> In any case where a Regional Permit is combined with any other Regional Permit to cover a single and complete project (except where prohibited under specific Regional Permits), the applicant shall notify the District in accordance with General Condition 22. If multiple Regional Permits are used, the total impact may not exceed the maximum allowed by the Regional Permit with the greatest impact threshold.
- 25. Other Restrictions Authorization under the RPP does not obviate the need to obtain other Federal, State or local permits, approvals, or authorizations required by law nor does it grant any property rights or exclusive privileges, authorize any injury to the property or rights of others or authorize interference with any existing or proposed Federal project.

Approved by.	
//ORIGINAL SIGNED//	February 24, 2012
Frederic A. Drummond, Jr.	Date
Colonel, U.S. Army	
District Commander	

CELRC-TS-R Application LRC-2011-00576

#### MEMORANDUM FOR RECORD

SUBJECT: Department of the Army Memorandum Documenting Nationwide Permit/Regional General Permit Verification

Applicant: William Beckman, VILLAGE OF HANOVER PARK

Project Description (Describe activities in waters of the U.S. considered for verification): Proposal to Replace Culvert at LongMeadow Lane over West Branch of the Dupage River in Hanover Park, Cook County, Illinois

Project Location (Waterway, Section, Township, Range, City, County, State):,, Hanover

Park, Cook County, Illinois, (Quarter Section 3 42.0006520372491, Longitude: -88.136084663		N, Range 10	E), Latitude:
Waters of the US: Yes West Branch of the DuPage River, is in the Des	Plaines River w	atershed.	
<b>Authority:</b> ☐ Section 10			
Type of Permit Requested: NWP#	RGP#3,7	PGP#	
Pre-construction Notification Required:	es ∐No		
Pre-Construction Notification Receipt Date: 8 Complete? ☐Yes ☒No	8/25/2011		
Additional Information Requested Date: 10/1	13/2011		
Pre-Construction Notification Complete Date	: 11/5/2012		
Coordination with Agencies/Tribes Needed (I Yes No Date:  Resolution:	•		
Commenting Agencies: US Fish and Wildlife Service Yes No US Environmental Protection Agency Yes	□No		

Substantive Issues Raised and Corps Resolution (Consideration of Comments):

Illinois Department of Natural Resources Yes No Illinois Historic Preservation Agency Yes No Illinois Environment Protection Agency Yes No

Other:

CELRC-TS-R (Application LRC-2011-00576)

SUBJECT: Department of the Army Memorandum Documenting Nationwide Permit/Regional General Permit Verification for the Above-Numbered Permit Application

#### Compliance with Other Federal Laws (If specific law is not applicable write N/A):

a) Endangered Species Act (ESA): Applicant submitted ESA information for review: Yes Effects determination: No Effect Basis for "no effect" determination: No Species or Habitat Present Name of species present: Date of Service(s) concurrence: Additional information (optional):
b) Magnuson-Stevens Act (Essential Fish Habitat): N/A Name of species present: Effects determination: Date of Service(s) concurrence: Basis for "no effect" determination: Additional information (optional):
c) Section 106 of the National Historic Preservation Act:  Known site present:yesno  Survey required/conducted:yesno  Effects determination: No effect  Rationale: IDOT  Date consultation complete (if necessary):  Additional information (optional):
d) Section 401 Water Quality Certification: Issued with RP, GP or RGP: ⊠yes □no
Individual certification required:  yes  no
Issued Waived Denied
e) Coastal Zone Management Act: N/A Individual certification required:  pes no Issued  Waived Denied Additional information (optional):
f) Wild and Scenic Rivers Act: N/A
g) Other:
Regional Permit Requirements:



		Department of the Army Memorandum Documenting Nationwide Permit/Regional General ration for the Above-Numbered Permit Application
b) c) d) e) f) g) h)	Desc Buffe Desc Soil of SESO SESO Site A	anent Best Management Practices (BMPs): No ribe approved BMPs: ers: Not Required ribe approved buffers erosion and sediment control (SESC) review: SWCD C fax sent: Yes C reviewed by SWCD/LCSMC and meets technical standards: Yes Adjacent to Conservation Area: No cts to HQAR: No
require Ration	ing no ale: S	ditions required (include rationale for each required condition/explanation for special conditions): Syes no pecial Conditions, if required, were added to ensure that the project would result in minimal individual and cumulative adverse environmental effects.
		bry Mitigation Determination: The applicant has avoided and minimized impacts num extent practicable.
	(1)	Is compensatory mitigation required for unavoidable impacts to jurisdictional aquatic resources to reduce the individual and cumulative adverse environmental effects to a minimal level?
		yes \( \sum \)no [If "no," do not complete the rest of this section and include an explanation of why not here]: Mitigation is not required for impacts of less than 0.1 acre.
	(2)	Is the impact in the service area of an approved mitigation bank?  ues no
		i. Does the mitigation bank have appropriate number and resource type of credits available? yes no
	(3)	Is the impact in the service area of an approved in-lieu fee program?yesno
		i. Does the in-lieu fee program have appropriate number and resource type of credits available? yes no
	(4)	Check the selected compensatory mitigation option(s):
		mitigation bank credits
		in-lieu fee program credits
		permittee-responsible mitigation under a watershed approach
		permittee-responsible mitigation, on-site and in-kind
		nermittee_responsible mitigation off-site and out-of-kind

CELRC-TS-R (Application LRC-2011-00576)



CELRC-TS-R (Application LRC-2011-00576)

SUBJECT: Department of the Army Memorandum Documenting Nationwide Permit/Regional General Permit Verification for the Above-Numbered Permit Application

(5) If a selected compensatory mitigation option deviates from the order of the options presented in §332.3(b) (2)-(6), explain why the selected compensatory mitigation option is environmentally preferable. Address the criteria provided in §332.3(a)(1) (i.e., the likelihood for ecological success and sustainability, the location of the compensation site relative to the impact site and their significance within the watershed, and the costs of the compensatory mitigation project):

#### **Determination** (Reference General Condition 27(e)):

The proposed activity, with proposed mitigation (if applicable) would result in no more than minimal individual and cumulative adverse environmental effects and would not be contrary to the public interest and provided the special conditions and/or modifications identified in the above are incorporated. This project complies with all terms and conditions of NWP RGP 3, 7 GP including any applicable regional conditions.

#### PREPARED BY:

Project Manager Regulatory Branch

**REVIEWED BY:** 

Kathleen G. Chernich

Kathlemid Chesnick

Chief, East Section

Regulatory Branch

#### DEPARTMENT OF THE ARMY



CHICAGO DISTRICT, CORPS OF ENGINEERS 111 NORTH CANAL STREET CHICAGO, ILLINOIS 60606-7206

November 28, 2012

Technical Services Division Regulatory Branch LRC-2011-576

SUBJECT: Permit Authorization for the Proposed Replacement of a Culvert at Longmeadow Lane over the West Branch of the DuPage River in Hanover Park, Cook County, Illinois (NE ¼ of Section 31, T41N R10E)

William Beckman Village of Hanover Park 2121 West Lake Street Hanover Park, Illinois 60133

Dear Mr. Beckman:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permits 3 (Transportation Projects) and 7 (Temporary Construction Activities) and the overall RPP under Category I of the Regional Permit Program dated April 1, 2012.

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans titled, "Longmeadow Lane Bridge" dated January 26, 2011 (revised July 26, 2011), prepared by Pavia-Marting & Co. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

The activity may be completed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP, including conditions of water quality certification issued under Section 401 of the Clean Water Act by the Illinois Environmental Protection Agency (IEPA). If the design, location, or purpose of the project is changed, you should contact this office to determine the need for further authorization.

The following special conditions are a requirement of your authorization:

1. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the North Cook Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on-site.

- a. You shall schedule a preconstruction meeting with the SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.
- b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
- c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
- 2. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction.
- 3. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- 4. A copy of this authorization must be present at the project site during all phases of construction.
- 5. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 6. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.
- 7. Work in the waterway should be timed to take place during low or no-flow conditions. Low flow conditions are flow at or below the normal water elevation.
- 8. Water shall be isolated from the in-stream work area using a cofferdam constructed of non-erodible materials (steel sheets, aqua barriers, rip rap and geotextile liner, etc.). Earthen cofferdams are not permissible.
- 9. The cofferdam must be constructed from the upland area and no equipment may enter flowing water at any time. If the installation of the cofferdam cannot be completed from shore and access is needed to reach the area to be coffered, other measures, such as the construction of a causeway, will be necessary to ensure that equipment does not enter the water. Once the cofferdam is in place and the isolated area is dewatered, equipment may enter the coffered area to perform the required work.
- 10. If bypass pumping is necessary, the intake hose shall be placed on a stable surface or

floated to prevent sediment from entering the hose. The bypass discharge shall be placed on a non-erodible, energy dissipating surface prior to rejoining the stream flow and shall not cause erosion. Filtering of bypass water is not necessary unless the bypass water has become sediment-laden as a result of the current construction activities.

- 11. During dewatering of the coffered work area, all sediment-laden water must be filtered to remove sediment. Possible options for sediment removal include baffle systems, anionic polymers systems, dewatering bags, or other appropriate methods. Water shall have sediment removed prior to being re-introduced to the downstream waterway. A stabilized conveyance from the dewatering device to the waterway must be identified in the plan. Discharge water is considered clean if it does not result in a visually identifiable degradation of water clarity.
- 12. The portion of the side slope that is above the observed water elevation shall be stabilized as specified in the plans prior to accepting flows. The substrate and toe of slope that has been disturbed due to construction activities shall be restored to proposed or preconstruction conditions and fully stabilized prior to accepting flows.

The authorization is without force and effect until all other permits or authorizations from local, state, or other Federal agencies are secured. Please note that IEPA has issued Section 401 Water Quality Certification for this RP. These conditions are included in the enclosed fact sheet. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA's Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Ms. Kimberly Kubiak of my staff by telephone at 312-846-5541, or email at kimberly.j.kubiak@usace.army.mil.

Sincerely,

Kathleen G. Chernich
Chief, East Section

Kathleen St. Chemical

Regulatory Branch

Enclosure

Copy Furnished:
North Cook SWCD (Rick McAndless)
Illinois Department of Natural Resources/OWR (Gary Jereb)
Pavia-Marting & Co. (Dale Marting Jr.)

#### PERMIT COMPLIANCE

#### CERTIFICATION

Permit Number:

LRC-2011-576

Permittee:

William Beckman, Village of Hanover Park

Date:

November 28, 2012

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of said permit and if applicable, compensatory wetland mitigation was completed in accordance with the approved mitigation plan.<sup>1</sup>

**PERMITTEE** 

DATE

Upon completion of the activity authorized by this permit and any mitigation required by the permit, this certification must be signed and returned to the following address:

U.S. Army Corps of Engineers Chicago District, Regulatory Branch 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

Please note that your permitted activity is subject to compliance inspections by Corps of Engineers representatives. If you fail to comply with this permit, you may be subject to permit suspension, modification, or revocation.

<sup>&</sup>lt;sup>1</sup> If compensatory mitigation was required as part of your authorization, you are certifying that the mitigation area has been graded and planted in accordance with the approved plan. You are acknowledging that the maintenance and monitoring period will begin after a site inspection by a Corps of Engineers representative or after thirty days of the Corps' receipt of this certification. You agree to comply with all permit terms and conditions, including additional reporting requirements, for the duration of the maintenance and monitoring period.

### WEEP HOLE DRAINS FOR ABUTMENTS, WINGWALLS, RETAINING WALLS AND CULVERTS

Effective: April 19, 2012

Delete the last paragraphs of 205.05 and 502.10 and replace with the following.

If a geocomposite wall drain according to Section 591 is not specified, a prefabricated geocomposite strip drain according to Section 1040.07 shall be placed at the back of each drain hole. The strip drain shall be 24 inches (600 mm) wide and 48 inches (1.220 m) tall. The strip drain shall be centered over the drain hole with the bottom located 12 inches (300 mm) below the bottom of the drain hole. All form boards or other obstructions shall be removed from the drain holes before placing any geocomposite strip drain.

Revise the title of 1040.07 to Geocomposite Wall Drains and Strip Drains.

## 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:

Village of Hanover Park

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.

#### **ANCHOR BOLTS (BDE)**

Effective: January 1, 2013

Revise the fourth sentence of the first paragraph of Article 1006.09 of the Standard Specifications to read:

"Stud bolts or fully threaded rods shall be according to either ASTM A 354 Grade BC, ASTM A 193 Grade B7, or ASTM F 1554 Grade 105."

Revise the second paragraph of Article 1006.09 of the Standard Specifications to read:

"Washers and nuts shall match with the hardness of the anchor bolt, stud, or rod. For ASTM F 1554 Grade 36 (Grade 250) or Grade 55 (Grade 380) anchor rods or bolts, washers shall be according to ASTM F 844 or ASTM F 436, and nuts shall be according to AASHTO M 291 Grade A. For ASTM F 1554 Grade 105 (Grade 725) bolts, ASTM A 354, or ASTM A 193 stud bolts, washers shall be according to AASHTO M 293 Type 1 or Type 3, and nuts shall be according to AASHTO M 291 Grade DH or DH3."

Revise the seventh paragraph of Article 1006.09 of the Standard Specifications to read:

"Anchor bolts, rods, studs, nuts, and washers requiring galvanizing shall be hot dipped, with zinc coatings conforming to the requirements of ASTM F 2329."

Revise the fourth paragraph of Article 1070.01 of the Standard Specifications to read:

"Fully threaded and galvanized anchor rods or stud bolts with washers and nuts shall be furnished with the foundations and shall be according to Article 1006.09. Anchors furnished according to ASTM F 1554 shall be Grade 105 (Grade 725)."

Revise the second paragraph of Article 1070.03 of the Standard Specifications to read:

"Top anchor rod nuts for all towers shall be the self-locking type with nylon or steel inserts."

80309

### CONCRETE BOX CULVERTS WITH SKEWS > 30 DEGREES AND DESIGN FILLS ≤ 5 FEET (BDE)

Effective: April 1, 2012

Revise the second paragraph of Article 540.04 of the Standard Specifications to read:

"Unless otherwise noted on the plans, the Contractor shall have the option, when a cast-inplace concrete box culvert is specified, of constructing the box culvert using precast box culvert sections when the design cover is 6 in. (150 mm) minimum. The precast box culvert sections shall be designed for the same design cover shown on the plans for cast-in-place box culvert; shall be of equal or larger size opening, and shall satisfy the design requirements of ASTM C 1577."

Revise the fourth paragraph of Article 540.06 of the Standard Specifications to read:

"The excavation and backfilling for precast concrete box culverts shall be according to the requirements of Section 502, except where the design fill is less than or equal to 8 ft (2.4 m), or the design fill is less than the clear span of the box. In these cases ASTM C 1577 requires a select granular backfill (porous granular material) over the box. If a porous granular backfill is required but is not detailed on the plans for the culvert(s), the Contractor shall have the option of either furnishing porous granular backfill where required to satisfy ASTM C 1577, or submitting an alternate design, sealed by an Illinois licensed Structural Engineer, which precludes the use of a porous granular backfill. In addition for all precast boxes a layer of porous granular material, at least 6 in. (150 mm) in thickness, shall be placed below the elevation of the bottom of the box. The porous granular material shall extend at least 2 ft (600 mm) beyond each side of the box. The precast concrete box culvert shall be laid according to the applicable requirements of Article 542.04(d). After installation, the interior and exterior joint gap between precast concrete box culvert sections shall be a maximum of 1 1/2 in. (38 mm)."

Add the following after the seventh paragraph of Article 540.06 of the Standard Specifications:

"Precast concrete box culverts with skews greater than 30 degrees and having design covers less than or equal to 5 feet are not covered by the standard design table shown in ASTM C 1577. The design table provided herein is provided to address this design range. The same notes, reinforcement configurations, clearances, and requirements of ASTM C 1577 apply to this special design table. A box designated 7 x 6 x 8 indicates a span of 7 ft, a rise of 6 ft, and top slab, bottom slab, walls and haunches of 8 in. unless otherwise noted on the tables.

			3	3 ft by 2 ft	by 4 in.					
Design	· · · · · · · · · · · · · · · · · · ·									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.	
0<2*	0.168	0.900	0.295	0.096	0.269	0.168	0.853	0.144		
2<3	0.134	0.180	0.182	0.096					31	
3-5	0.096	0.115	0.117	0.096					29	

<sup>\*</sup>top slab 7 in., bottom slab 6.0 in.

			3	3 ft by 3 ft	by 4 in.					
Design	Circumferential Reinforcement Areas, sq in./ ft.									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.	
0<2*	0.168	0.956	0.326	0.096	0.290	0.168	0.849	0.144		
2<3	0.101	0.214	0.218	0.096					31	
3-5	0.096	0.136	0.140	0.096					31	

<sup>\*</sup>top slab 7.0 in., bottom slab 6.0 in.

			4	ft by 2 ft	by 5 in.							
Design		Circumferential Reinforcement Areas, sq in./ ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2*	0.204	0.790	0.262	0.120	0.268	0.180	0.846	0.144				
2<3	0.201	0.203	0.196	0.120					32			
3-5	0.129	0.134	0.136	0.120					32			

<sup>\*</sup>top slab 7.5 in., bottom slab 6.0 in.

			4 1	t by 3 ft b	y 5 in.					
Design	Circumferential Reinforcement Areas, sq in./ ft.									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.	
0<2*	0.180	0.876	0.303	0.120	0.305	0.180	0.831	0.144		
2<3	0.160	0.245	0.238	0.120					38	
3-5	0.120	0.161	0.165	0.120					35	

<sup>\*</sup>top slab 7.5 in., bottom slab 6.0 in.

			4 fi	by 4 ft by	⁄ 5 in.				
Design		C	Circumfere	ential Rein	forcemer	nt Areas,	sq in./ ft.		
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2*	0.180	0.927	0.334	0.120	0.327	0.180	0.822	0.144	
2<3	0.130	0.277	0.270	0.120					38
3-5	0.120	0.181	0.188	0.120					38

<sup>\*</sup>top slab 7.5 in., bottom slab 6.0 in.

			5 ft	by 3 ft by	/ 6 in.							
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2*	0.197	0.682	0.269	0.144	0.280	0.192	0.705	0.168				
2<3	0.206	0.259	0.246	0.144					37			
3-5	0.144	0.180	0.179	0.144					35			

<sup>\*</sup>top slab 8.0 in., bottom slab 7.0 in.

			5 1	t by 4 ft b	y 6 in.							
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2*	0.192	0.735	0.299	0.144	0.307	0.192	0.693	0.168				
2<3	0.180	0.294	0.282	0.144					46			
3-5	0.144	0.204	0.205	0.144					40			

<sup>\*</sup>top slab 8.0 in., bottom slab 7.0 in.

			5 f	t by 5 ft b	y 6 in.						
Design	Circumferential Reinforcement Areas, sq in./ ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2*	0.192	0.774	0.324	0.144	0.327	0.192	0.685	0.168			
2<3	0.155	0.322	0.312	0.144					45		
3-5	0.144	0.224	0.228	0.144					45		

<sup>\*</sup>top slab 8.0 in., bottom slab 7.0 in.

			·6 f	t by 3 ft b	y 7 in.	•						
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2*	0.270	0.566	0.257	0.168	0.263	0.192	0.575	0.168				
2<3	0.260	0.269	0.273	0.168					41			
3-5	0.186	0.192	0.197	0.168					39			

<sup>\*</sup>top slab 8.0 in.

			6	ft by 4 ft	by 7 in.			• •	
Design		(	Circumfe	rential Re	inforceme	ent Areas	, sq in./ ft	•	
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2*	0.245	0.617	0.297	0.168	0.293	0.192	0.565	0.168	
2<3	0.225	0.305	0.313	0.168					42
3-5	0.168	0.220	0.227	0.168					41

\*top slab 8.0 in.

			6	ft by 5 ft	by 7 in.				
Design		(	Circumfer	ential Rei	inforceme	nt Areas	, sq in. / f	t.	
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2*	0.226	0.657	0.331	0.168	0.317	0.192	0.551	0.168	
2<3	0.198	0.338	0.348	0.168					59
3-5	0.168	0.242	0.252	0.168					48

\*top slab 8.0 in.

			6	ft by 6 ft	by 7 in.	. , ,			
Design		(	Circumfe	ential Re	inforceme	ent Areas	, sq in./ ft		
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2*	0.208	0.692	0.363	0.168	0.337	0.192	0.540	0.168	
2<3	0.176	0.364	0.379	0.168				•	52
3-5	0.168	0.261	0.275	0.168					52

\*top slab 8.0 in.

			7	ft by 4 ft	by 8 in.				
Design		(	Circumfer	ential Re	inforcem	ent Areas	, sq in./ ft	•	
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.339	0.599	0.372	0.192	0.271	0.192	0.697	0.192	
2<3	0.287	0.335	0.342	0.192					44
3-5	0.206	0.241	0.248	0.192					42

			7	ft by 5 ft l	by 8 in.				
Design Circumferential Reinforcement Areas, sq in./ ft.									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.317	0.637	0.417	0.192	0.293	0.192	0.684	0.192	
2<3	0.256	0.370	0.381	0.192					49
3-5	0.192	0.266	0.276	0.192					46

	•		7	ft by 6 ft	by 8 in.						
Design Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.296	0.672	0.458	0.192	0.312	0.192	0.658	0.192			
2<3	0.230	0.401	0.416	0.192					59		
3-5	0.192	0.288	0.302	0.192					55		

7 ft by 7 ft by 8 in.												
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.276	0.703	0.496	0.192	0.330	0.192	0.653	0.192				
2<3	0.210	0.428	0.447	0.192	,				59			
3-5	0.192	0.307	0.326	0.192					59			

8 ft by 4 ft by 8 in.											
Design	Circumferential Reinforcement Areas, sq in./ ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.397	0.510	0.400	0.192	0.283	0.192	0.568	0.192			
2<3	0.399	0.415	0.423	0.192					45		
3-5	0.285	0.298	0.306	0.192					45		

	8 ft by 5 ft by 8 in.										
Design	Circumferential Reinforcement Areas, sq in./ ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.368	0.555	0.446	0.192	0.305	0.192	0.559	0.192			
2<3	0.360	0.458	0.470	0.192					48		
3-5	0.259	0.328	0.340	0.192					45		

	8 ft by 6 ft by 8 in.										
Design											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.342	0.596	0.488	0.192	0.325	0.192	0.556	0.192			
2<3	0.328	0.496	0.512	0.192					56		
3-5	0.237	0.355	0.371	0.192					50		

			8	ft by 7 ft	by 8 in.				
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.319	0.633	0.527	0.192	0.343	0.192	0.555	0.192	····
2<3	0.301	0.529	0.551	0.192					65
3-5	0.219	0.379	0.399	0.192					61

			8	ft by 8 ft	by 8 in.	· · · · · · · · · · · · · · · · · · ·			
Design			Circumfe	rential Re	inforceme	ent Areas	, sq in./ ft		
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.297	0.668	0.565	0.192	0.360	0.192	0.531	0.192	
2<3	0.280	0.560	0.587	- 0.192					65
3-5	0.204	0.400	0.427	0.192					65

			9	ft by 5 ft	by 9 in.								
Design		Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.				
0<2	0.361	0.411	0.416	0.216	0.275	0.216	0.465	0.216					
2<3	0.425	0.484	0.496	0.216					49				
3-5	0.306	0.348	0.360	0.216					49				

			9	ft by 6 ft l	by 9 in.							
Design	Circumferential Reinforcement Areas, sq in. / ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.335	0.439	0.455	0.216	0.294	0.216	0.467	0.216				
2<3	0.390	0.524	0.541	0.216					55			
3-5	0.282	0.376	0.393	0.216					52			

Design	Circumferential Reinforcement Areas, sq in. / ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in			
0<2	0.313	0.464	0.491	0.216	0.311	0.216	0.453	0.216				
2<3	0.360	0.561	0.583	0.216					64			
3-5	0.262	0.402	0.423	0.216					58			

			9 f	t by 8 ft b	y 9 in.							
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.286	0.488	0.514	0.216	0.327	0.216	0.454	0.216				
2<3	0.336	0.594	0.621	0.216					72			
3-5	0.244	0.426	0.453	0.216					73			

			9 f	t by 9 ft by	y 9 in.							
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.274	0.511	0.557	0.216	0.342	0.216	0.452	0.216				
2<3	0.316	0.625	0.659	0.216					72			
3-5	0.231	0.448	0.481	0.216	•				72			

			10 f	t by 5 ft by	y 10 in.				
Design									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.370	0.393	0.392	0.240	0.263	0.240	0.240	0.240	
2<3	0.492	0.509	0.522	0.240					- 52
3-5	0.354	0.366	0.379	0.240					52

			10 f	t by 6 ft by	y 10 in.							
Design		Circumferential Reinforcement Areas, sq in./ ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.348	0.420	0.432	0.240	0.282	0.240	0.418	0.240				
2<3	0.455	0.552	0.570	0.240					56			
3-5	0.329	0.397	0.414	0.240					52			

		10 f	t by 7 ft by	y 10 in.							
Circumferential Reinforcement Areas, sq in./ ft.											
As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0.321	0.445	0.463	0.240	0.298	0.240	0.240	0.240				
0.423	0.591	0.614	0.240					59			
0.307	0.425	0.447	0.240					56			
	0.321 0.423	As1 As2 0.321 0.445 0.423 0.591	As1 As2 As3  0.321 0.445 0.463  0.423 0.591 0.614	Circumferential Rein  As1 As2 As3 As4  0.321 0.445 0.463 0.240  0.423 0.591 0.614 0.240	As1     As2     As3     As4     As5       0.321     0.445     0.463     0.240     0.298       0.423     0.591     0.614     0.240	Circumferential Reinforcement Areas, As1 As2 As3 As4 As5 As6  0.321 0.445 0.463 0.240 0.298 0.240  0.423 0.591 0.614 0.240	Circumferential Reinforcement Areas, sq in./ ft.           As1         As2         As3         As4         As5         As6         As7           0.321         0.445         0.463         0.240         0.298         0.240         0.240           0.423         0.591         0.614         0.240	Circumferential Reinforcement Areas, sq in./ ft.         As1       As2       As3       As4       As5       As6       As7       As8         0.321       0.445       0.463       0.240       0.298       0.240       0.240       0.240         0.423       0.591       0.614       0.240       0.240       0.240       0.240			

			10 f	t by 8 ft b	y 10 in.							
Design	Circumferential Reinforcement Areas, sq in. / ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.301	0.469	0.496	0.240	0.314	0.240	0.240	0.240				
2<3	0.394	0.627	0.655	0.240					72			
3-5	0.288	0.451	0.478	0.240					66			

			10 f	t by 9 ft b	y 10 in.						
Design	, and the state of										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.284	0.492	0.527	0.240	0.329	0.240	0.240	0.240			
2<3	0.371	0.660	0.694	0.240					79		
3-5	0.272	0.475	0.508	0.240					85		

			10 ft	by 10 ft b	y 10 in.							
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.272	0.514	0.559	0.240	0.344	0.240	0.240	0.240				
2<3	0.353	0.691	0.732	0.240					79			
3-5	0.259	0.497	0.537	0.240					79			

			11 f	t by 4 ft b	y 11 in.			•				
Design	Circumferential Reinforcement Areas, sq in./ ft.											
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.414	0.341	0.333	0.264	0.264	0.264	0.264	0.264	_			
2<3	0.609	0.481	0.491	0.264					60			
3-5	0.436	0.348	0.357	0.264					56			

	11 ft by 6 ft by 11 in.								
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.356	0.399	0.407	0.264	0.265	0.264	0.264	0.264	
2<3	0.521	0.580	0.597	0.264					56
3-5	0.377	0.418	0.435	0.264					56

	11 ft by 8 ft by 11 in.								
Design		Circumferential Reinforcement Areas, sq in./ ft.							- 11111 - 111
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.314	0.449	0.471	0.264	0.298	0.264	0.264	0.264	
2<3	0.457	0.659	0.687	0.264					67
3-5	0.333	0.475	0.502	0.264					63

11 ft by 10 ft by 11 in.									
Design		(	Circumfere	ential Reir	nforceme	nt Areas,	sq in./ ft.		
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.285	0.494	0.532	0.264	0.328	0.264	0.264	0.264	
2<3	0.409	0.727	0.769	0.264					86
3-5	0.300	0.524	0.565	0.264					86

			11 ft	by 11 ft b	y 11 in.				
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.276	0.516	0.562	0.264	0.342	0.264	0.264	0.264	
2<3	0.391	0.758	0.808	0.264					86
3-5	0.289	0.548	0.596	0.264		•			86

	12 ft by 4 ft by 12 in.								
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.426	0.329	0.316	0.288	0.288	0.288	0.321	0.288	
2<3	0.682	0.503	0.512	0.288					64
3-5	0.489	0.364	0.373	0.288					60

			12 f	t by 6 ft b	y 12 in.				
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.367	0.385	0.387	0.288	0.288	0.288	0.320	0.288	
2<3	0.590	0.606	0.624	0.288				,	60
3-5	0.427	0.438	0.456	0.288					56

	12 ft by 8 ft by 12 in.								
Design									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.326	0.435	0.449	0.288	0.288	0.288	0.288	0.288	
2<3	0.521	0.690	0.719	0.288					67
3-5	0.381	0.499	0.527	0.288					64

12 ft by 10 ft by 12 in.									
Design		Circumferential Reinforcement Areas, sq in./ ft.							
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.298	0.481	0.507	0.288	0.305	0.288	0.288	0.288	
2<3	0.467	0.762	0.804	0.288					93
3-5	0.344	0.551	0.592	0.288					79

			12 fl	by 12 ft b	y 12 in.				
Design	Circumferential Reinforcement Areas, sq in./ ft.								
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.288	0.525	0.566	0.288	0.333	0.288	0.288	0.288	
2<3	0.431	0.827	0.886	0.288					93
3-5	0.320	0.599	0.656	0.288					93"

## CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
1 1. 2011 2/	100 200	2003
June 1, 2011 <sup>2/</sup>	100-299	
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

<sup>1/</sup> Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<a href="http://www.epa.gov/otag/retrofit/verif-list.htm">http://www.epa.gov/otag/retrofit/verif-list.htm</a>), or verified by the California Air Resources Board (CARB) (<a href="http://www.arb.ca.gov/diesel/verde/verdev.htm">http://www.arb.ca.gov/diesel/verde/verdev.htm</a>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

<sup>2/</sup> Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices 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 not be grounds for a claim.

#### Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, 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.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment 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 the contract time, waiver of penalties, or be grounds for any claim.

## 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.

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

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

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

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is

based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform 10.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

<u>DBE LOCATOR REFERENCES</u>. 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.

<u>BIDDING PROCEDURES</u>. 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:
  - The names and addresses of DBE firms that will participate in the contract;

- (2) A description, including pay item numbers, of the work each DBE will perform;
- (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
- (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
- (5) if the bidder is a joint venture comprised of DBE companies and non-DBE companies, the plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
- (6) If the contract goal if not met, evidence of good faith efforts.

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

(a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Department may be relevant in appropriate cases, and will be considered by the Department.

- (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
- (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
- (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.

- (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
- (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (8) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBE companies.
- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217)785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

<u>CALCULATING DBE PARTICIPATION</u>. 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) <u>NO AMENDMENT</u>. 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) <u>TERMINATION OR REPLACEMENT</u>. 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) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated 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) <u>ENFORCEMENT</u>. 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) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

### FRICTION AGGREGATE (BDE)

Effective: January 1, 2011

Revise Article 1004.01(a)(4) of the Standard Specifications to read:

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).
  - b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination:
		Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Stabilized Subbase or Shoulders	Allowed Alone or in Combination:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>1/</sup> Crushed Concrete

Use	Mixture	Aggregates Allowed	
HMA High ESAL Low ESAL	Binder IL-25.0, IL-19.0, or IL-19.0L SMA Binder	Allowed Alone or in Co Crushed Gravel Carbonate Crushed Sta Crystalline Crushed Sta Crushed Sandstone Crushed Slag (ACBF) Crushed Concrete <sup>3/</sup>	one <sup>2/</sup>
HMA High ESAL Low ESAL	C Surface and Leveling Binder IL-12.5,IL-9.5, or IL-9.5L SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag <sup>4/</sup> Crushed Concrete <sup>3/</sup>	one <sup>2/</sup>
HMA High ESAL	D Surface and Leveling Binder IL-12.5 or IL-9.5 SMA Ndesign 50 Surface	Allowed Alone or in Co Crushed Gravel Carbonate Crushed St Limestone) <sup>2/</sup> Crystalline Crushed St Crushed Sandstone Crushed Slag (ACBF) <sup>5</sup> Crushed Steel Slag <sup>4/5/</sup> Crushed Concrete <sup>3/</sup>	one (other than
		Other Combinations Al	lowed: With
2 MAR R 1800 10 MAR MAR MAR MAR NO 1800 10 MAR NO 1		25% Limestone	Dolomite
		50% Limestone	Any Mixture D aggregate other than Dolomite
		75% Limestone	Crushed Slag (ACBF) <sup>5/</sup> or Crushed Sandstone

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Use	Mixture	Aggregates Allowed				
HMA High ESAL	E Surface IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	Allowed Alone or in Combination:  Crushed Gravel Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) <sup>5/</sup> Crushed Steel Slag <sup>5/</sup> Crushed Concrete <sup>3/</sup> No Limestone.				
		Other Combinations A	<u> </u>			
		Up to	With			
		50% Dolomite <sup>2/</sup>	Any Mixture E aggregate			
		75% Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF) <sup>5/</sup> , Crushed Steel Slag <sup>5/</sup> , or Crystalline Crushed Stone			
		75% Crushed Gravel or Crushed Concrete <sup>3/</sup>	Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF) <sup>5/</sup> , or Crushed Steel Slag <sup>5/</sup>			
HMA	F Surface	Allowed Alone or in Combination:				
High ESAL	IL-12.5 or IL-9.5 SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) <sup>5/</sup> Crushed Steel Slag <sup>5/</sup> No Limestone.				
		Other Combinations Allowed:				
		Up to	With			

Use	Mixture	Aggregates Allowed	Aggregates Allowed		
		50% Crushed Gravel, Crushed Concrete <sup>3/</sup> , or Dolomite <sup>2/</sup>	Crushed Sandstone, Crushed Slag (ACBF) <sup>5/</sup> , Crushed Steel Slag <sup>5/</sup> , 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."

## **GRANULAR MATERIALS (BDE)**

Effective: November 1, 2012

Revise the title of Article 1003.04 of the Standard Specifications to read:

"1003.04 Fine Aggregate for Bedding, Trench Backfill, Embankment, Porous Granular Backfill, Sand Backfill for Underdrains, and French Drains."

Revise Article 1003.04(c) of the Standard Specifications to read:

"(c) Gradation. The fine aggregate gradations for granular embankment, granular backfill, bedding, and trench backfill for pipe culverts and storm sewers shall be FA 1, FA 2, or FA 6 through FA 21.

The fine aggregate gradation for porous granular embankment, porous granular backfill, french drains, and sand backfill for underdrains shall be FA 1, FA 2, or FA 20, except the percent passing the No. 200 (75  $\mu$ m) sieve shall be 2±2."

Revise Article 1004.05(c) of the Standard Specifications to read:

"(c) Gradation. The coarse aggregate gradations shall be as follows.

Application	Gradation		
Blotter	CA 15		
Granular Embankment, Granular Backfill, Bedding, and Trench Backfill for Pipe Culverts and Storm Sewers	CA 6, CA 9, CA 10, CA 12, CA17, CA18, and CA 19		
Porous Granular Embankment, Porous Granular Backfill, and French Drains	CA 7, CA 8, CA 11, CA 15, CA 16 and CA 18"		

## HOT-MIX ASPHALT - DENSITY TESTING OF LONGITUDINAL JOINTS (BDE)

Effective: January 1, 2010 Revised: April 1, 2012

<u>Description</u>. 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 4 in. (100 mm), from each pavement edge. (i.e. for a 5 in. (125 mm) lift the near edge of the density gauge or core barrel shall be within 5 in. (125 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	Parameter	Individual Test	Unconfined Edge		
Composition		(includes confined	Joint Density		
		edges)	Minimum		
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%		
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 – 96.0%	90.0%		
IL-9.5,IL-9.5L,	Ndesign < 90	92.5 – 97.4%	90.0%		
IL-12.5					
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%		
IL-19.0, IL-19.0L,	Ndesign < 90	93.0 – 97.4%	90.0%		
IL-25.0					

SMA	Ndesign = 50 & 80	93.5 - 97.4%	91.0%
All Other	Ndesign = 30	93.0 - 97.4%	90.0%"

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000 Revised: January 1, 2006

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

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

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

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

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

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

#### PLACING AND CONSOLIDATING CONCRETE (BDE)

Effective: January 1, 2013

Revise the first paragraph of Article 503.06 of the Standard Specifications to read:

"503.06 Forms. Forms shall be set and maintained to the lines and grades shown on the plans, and shall be tight to prevent concrete leakage."

Revise Article 503.07 of the Standard Specifications to read:

"503.07 Placing and Consolidating. No concrete shall be placed on ice, snow, or frozen foundation material.

The method and manner of placing concrete shall be such as to avoid segregation or separation of the aggregates or the displacement of the reinforcement. The external surface of all concrete shall be thoroughly worked during the operations of placing in such a manner as to work the mortar against the forms to produce a smooth finish free of honeycomb and with a minimum of water and air pockets.

Open troughs and chutes shall extend as nearly as practicable to the point of deposit. Dropping the concrete a distance of more than 5 ft (1.5 m) or depositing a large quantity at any point and running or working it along the forms will not be permitted. The concrete for walls with an average thickness of 12 in. (300 mm) or less shall be placed with tubes so that the drop is not greater than 5 ft (1.5 m).

For self-consolidating concrete, the maximum distance of horizontal flow from the point of deposit shall be 15 ft (4.6 m). The distance may be increased if the dynamic segregation index (DSI) at the maximum flow distance is 10.0 percent or less according to Illinois Test Procedure SCC-8 (Option C). The maximum distance using the DSI shall be 25 ft (7.6 m). In addition, this specified horizontal flow distance shall apply to precast products. In the case of precast prestressed concrete products, refer to the Department's "Manual of Fabrication for Precast Prestressed Concrete Products" for the specified horizontal flow distance requirements.

When the form height for placing the self-consolidating concrete is greater than 10 ft (3.0 m), direct monitoring of form pressure shall be performed by the Contractor according to Illinois Test Procedure SCC-10. The monitoring requirement is a minimum, and the Contractor shall remain responsible for adequate design of the falsework and forms. The Contractor shall record the formwork pressure during concrete placement. This information shall be used by the Contractor to prevent the placement rate from exceeding the maximum formwork pressure allowed, to monitor the thixotropic change in the concrete during the pour, and to make appropriate adjustments to the mix design. This information shall be provided to the Engineer during the pour.

When concrete is pumped, the equipment shall be suitable in kind and adequate in capacity for the work and arranged so that vibrations will not damage freshly placed concrete. Aluminum

pipe or conduit will not be permitted in pumping or placing concrete. Mixed concrete shall be supplied to maintain continuous operation of the pumping equipment.

When air entrained concrete is pumped, an accessory or accessories shall be incorporated in the discharge components to minimize air loss. The maximum allowable air loss caused by the pumping operation shall be 3.0 percent with the minimum air content at the point of discharge meeting the requirements of Article 1020.04.

Placing of concrete shall be regulated so that the pressures caused by the wet concrete will not exceed those used in the design of the forms. Special care shall be taken to fill each part of the forms by depositing the concrete as near its final position as possible, to work the coarser aggregates back from the face, and to force the concrete under and around the reinforcement bars without displacing them. Leakage through forms onto beams or girders shall not be allowed to harden and shall be removed while in a plastic state.

The concrete shall be consolidated by internal vibration unless self-consolidating concrete is used. Self-consolidating concrete may be used for inaccessible locations where consolidation by internal vibration is not practicable. The self consolidating 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 may only be permitted if it can be used in a manner that does not cause segregation as determined by the Engineer. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

The Contractor shall provide and use a sufficient number of vibrators to ensure that consolidation can be started immediately after the concrete has been deposited in the forms.

The vibrators shall be inserted into the concrete immediately after it is deposited and shall be moved throughout the mass so as to thoroughly work the concrete around the reinforcement, embedded fixtures, and into the corners and angles of the forms. Vibrators shall not be attached to the forms, reinforcement bars, or the surface of the concrete.

Application of vibrators shall be at points uniformly spaced and not farther apart than twice the radius over which the vibration is visibly effective. The duration of the vibration at the points of insertion shall be sufficient to thoroughly consolidate the concrete into place but shall not be continued so as to cause segregation. When consolidating concrete in bridge decks, the vibrator shall be vertically inserted into the concrete for 3 - 5 seconds or for a period of time determined by the Engineer. Vibration shall be supplemented by spading when required by the Engineer. In addition to the internal vibration required herein, formed surfaces which will be exposed to view after completion of the work shall be spaded with a spading tool approved by the Engineer.

Concrete shall be placed in continuous horizontal layers. When it is necessary by reason of an emergency to place less than a complete horizontal layer in one operation, such layer shall terminate in a vertical bulkhead. Separate batches shall follow each other closely and in no case shall the interval of time between the placing of successive batches be greater than 20 minutes.

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

After the concrete has taken its initial set, care shall be exercised to avoid jarring the forms or placing any strain on the ends of projecting reinforcement."

Revise Article 516.12(a) of the Standard Specifications to read:

"(a) Free Fall Placement. The free fall placement shall only be permitted in shafts that can be dewatered to ensure less than 3 in. (75 mm) of standing water exist at the time of placement without causing side wall instability. The height of free fall placement shall be a maximum of 60 ft (18.3 m) as measured from the discharge end, but it shall be reduced to a maximum of 30 ft (9.1 m) when self-consolidating concrete is used. The Contractor shall obtain approval from the Engineer to place self-consolidating concrete by free fall.

Concrete placed by free fall shall fall directly to the base without contacting either the rebar cage or shaft sidewall. Drop chutes may be used to direct concrete to the base during free fall placement.

Drop chutes used to direct placement of free fall concrete shall consist of a smooth tube of either one continuous section or multiple pieces that can be added and removed. Concrete may be placed through either a hopper at the top of the tube or side openings as the drop chute is retrieved during concrete placement. The drop chute shall be supported so that free fall does not exceed the specified maximum 60 ft (18.3 m) or 30 ft (9.1 m) at all times from the discharge end, and to ensure the concrete does not strike the rebar cage. If placement cannot be satisfactorily accomplished by free fall in the opinion of the Engineer, either a tremie or pump shall be used to accomplish the pour."

# PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012 Revised: January 1, 2013

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), however the minimum portland cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise the second paragraph of Article 503.22 of the Standard Specifications to read:

Other cast-in-place concrete for structures will be paid for at the contract unit price per cubic yard (cubic meter) for CONCRETE HANDRAIL, CONCRETE ENCASEMENT, and SEAL COAT CONCRETE."

Add the following to Article 1003.02 of the Standard Specifications:

- (e) Alkali Reaction.
  - (1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 the first paragraph of Article 1004.01(e)(5) of the Standard Specifications to read:

"Crushed concrete, crushed slag, or lightweight aggregate for portland cement concrete shall be stockpiled in a moist condition (saturated surface dry or greater) and the moisture content shall be maintained uniformly throughout the stockpile by periodic sprinkling."

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	Combined		Sieve	Size	and Per	cent Pa	ssing	
of	Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.
Concrete 1/	OIZ63	in.	in.	in.	in.	in.	in.	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	$3\pm3$
	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	Combined	Si	ieve Siz	e (met	ric) and	Percen	t Passir	ıg
of	Sizes	63	50	45	37.5	25	12.5	4.75
Concrete 1/	01263	mm	mm	mm	mm	mm	mm	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
A	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) ASTM C 1260. 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 (Na₂O + 0.658K₂O) 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	
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004

(e) Concrete Admixtures  (f) Finely Divided Minerals  (g) Concrete Curing Materials  (h) Straw  (i) Calcium Chloride	1022
1020.03 Equipment. Equipment shall be according to the following	g.
Item	Article/Section
(a) Concrete Mixers and Trucks	1103.01
(a) Concrete Mixers and Trucks	1103.01
(a) Concrete Mixers and Trucks	1103.01
(a) Concrete Mixers and Trucks	1103.01 1103.02 1103.03
(a) Concrete Mixers and Trucks	1103.01 1103.02 1103.03 1103.11

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 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. (	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	CONCRETE AN	D MIX DES	GNC	RITERIA			
Class	SS		Specification	Cement	ent	Water /	s –	Mix Com	Mix Design Compressive	Air	Coarse
j o			Section	Fac	Factor	Cement	· ⊐ E	Sti	Strength Flexural Strength	Content %	Aggregate Gradations
3	<u>.</u>		0	cwt/c	n yd		۵				(14)
				2	(3)	ql/ql		psi, r	psi, minimum		
							<u>:</u>	-	Days		
				Min.	Max		(4)	3	14 28		
<u> </u>	Pavement		420 or 421								1
			353		1		,		3200		CA5&CA7,
			354	5.65 (1)	7.05	0.32 - 0.42	2-4	3500	(650)	5.0 - 8.0	CA 5 & CA 11,
	Driveway Pavement		24 £	6.05 (2)			<u>(</u> )	(nco)		(c)	or CA 14
	Shoulder Curb	-	962								
РР	1	2	442						3200 (600)		
	חלפים המיניים המיניים	5	!					Article 70	Article 701.17(e)(3)b.	ó	
•••	PP-1		•	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2-4	at 48	at 48 hours	4.0 - 7.0	CA 7, CA 11,
	PP-2			7.35	8.20	0.32 - 0.38	2-6	at 2	at 24 hours	4.0 - 6.0	4.0 - 6.0 CA 13, CA 14,
	PP-3			7.35 (Ty III) (8)	7.35 (Ty III) (8)	0.32 - 0.35	2-4	at 1	at 16 hours	4.0 - 6.0	or CA 16
	PP-4			(6) 00.9	6.25 (9)	0.32 - 0.50   2 - 6	2-6	at 8	at 8 hours	4.0 - 6.0	
	PP-5			6.75 (9)	6.75 (9)	0.32 - 0.40	2-8	at 4	at 4 hours	4.0 - 6.0	
RH	Railroad Crossing		422	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2-4	350 at 4	3500 (650) at 48 hours	4.0 - 7.0	4.0 - 7.0 CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab		503	6.05	7.05	0.32 - 0.44	2 - 4 (5)	4.5	4000 (675)	5.0 - 8.0   (5)	5.0 - 8.0 CA 7, CA 11, (5) or CA 14 (7)
	Various Precast Concrete Items	te Items								_	
<u>გ</u>	S Wet Cast Drv Cast		1042	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44	1-4 0-1	See Se	See Section 1042	5.0 - 8.0 N/A	CA 14, CA 16, or CA 7 & CA 16
	Precast Prestressed Members	mbers	504	101	1 27				Plans		
PS		es and	512	5.65 5 65 (TV III)	7.05 7.05 (TV III)	0.32 - 0.44   1 - 4	1-4		200	0 0.0 - 8.0	
	Extensions			/··· / 20:5	/·m/ co-/				_[:		or CA 16
	Precast Prestressed Sight Screen	tht Screen	639						3500	0	

Section   Factor   Pation   Cement   u   Compressive Strength   Section   Compressive Strength   Section   Content   Content   Section   Content   Content   Content   Section   Content	Class	Use	TABLE 1. (	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA Specification Cement Mater I Mix Des	CONCRETE	AND MIX I	DESIG S	N CRIT	TERIA Mix Design		Air	Coarse	
(3) Ib/lb in Days  (4) 3 14 28  (5) (6/5) 10 10 10 10 10 10 10 10 10 10 10 10 10			Section Reference	Facto	_ 3	Cement Ratio	3 E (	Compr (Flexi	essive Si ural Stre	rength ngth)	Content %	Aggregate Gradations	
12   516   6.65   7.05   0.32 - 0.44   6.8   4000   5.0 - 8.0     12   734   734   735   7.05   0.32 - 0.44   6.8   4000   5.0 - 8.0     12   734   734   7.05   0.32 - 0.44   3.5   3500   Coptional order orde				(3)	<b>S</b> .	ql/ql	ے. د	sd	i, minimu Davs	Ε		(14)	
12) 12) 134 12) 135 137 139 1400 1500 1500 1500 1500 1500 1500 1500				Min.	Max		(4)	3	14	28			
12    734		Drilled Shaft (12) Metal Shell Piles (12)	516 512	6.65	7.05	0.32 - 0.44	6 - 8 (6)		4000 (675)		5.0 - 8.0	5.0 - 8.0 CA 13, CA 14, CA 16, or a blend	
Superstructure   So3   S.65 (1)   7.05   0.32 - 0.44   3 - 5   3500   Optional   6.05 (2)   6.0 max.		Sign Structures Drilled Shaft (12)	734									of these gradations.	
pt Superstructure) 503 5.65 (1) 7.05 0.32 - 0.44 3 - 5 3500 Optional (650) 6.0 max. byt Superstructure) 503 5.0		ייין יייין ייין ייין  ייין  ייין ייין ייין ייין ייין ייין ייין	3	t	1				100			CA 3 & CA 7,	<del></del>
pt Superstructure) 503 424 424 511 512 540 565 (1) 7.05 1 Collar 542 565 (1) 7.05 5.0-8.0 6.05 (2) 6.05 (2) (5) (650) (5) 734 9 9 9 1 Collar 606 6.05 (2) 7.05 6.05 (2) 7.05 7.05 8.35 7.08 9 9 1 Collar 606 6.05 (2) 7.05 8.37 9 1 Collar 606 8.37 9 1 Collar 606 8.37 8.38 9 1 Collar 606 8.38 9 1 Collar 606 8.38 8.38 9 1 Collar 606 8.38 8.3		Seal Coat	203	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	ნ 		(650)		Optional 6.0 max.	CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11,	
1 Collar 542 5.65 (1) 7.05 0.32 - 0.44 2 - 4 3500 5.0 - 8.0 5.0 - 8.0 6.05 (2) 6.05		Structures (except Superstructure)	503										,
Job Collar         540         5.65 (1)         7.05         0.32 - 0.44         2 - 4         3500         5.0 - 8.0           Junck & Gutter, aved Ditch         606         6.05 (2)         (5)         (650)         (5)           F         734         734         (5)         (650)         (5)           Gaidin         836         (12)         836         (12)           Jundation         878         878         (12)		Slope Wall Encasement	רופ 512										
J Collar 542 5.65 (1) 7.05 0.32 - 0.44 2 - 4 3500 5.0 - 8.0 aved Ditch 606 637 734 836 836 836 836 836 836 836 836 836 836		Box Culverts	540									;	
Aved Ditch 606 637 (20) (20) (20) (20) (20) (20) (20) (20)		End Section and Collar	245	5.65 (1)	7.05	0.32 - 0.44	2-4		3500		5.0 - 8.0	CA 3 & CA 7,	
f 637 734 734 734 734 836 836 878 878 878 878 878 878 878 878 878 87		Median, and Paved Ditch	909	(2)			2		2			CA 5 & CA 7,	
g ndation 836 (12) 836 nundation 878		Concrete Barrier	637							·		CA 5 & CA 11,	
836		Sign Structures	734									CA 7, CA 11, CA 13,	
		Spread Footing										CA 14, or CA 16	
		Concrete Foundation										(13)	
		Pole Foundation (12)	836										
Dulling Shart (12)	_	Iranic Signal Foundation	0/0										
		Drilled Shaft (12)											

Notes:

4

<u>@</u>

Central-mixed

ruck-mixed or shrink-mixed.

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. E00

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.

The slump range for slipform construction shall be 1/2 to 2 1/2 in. and the air content range shall be 5.5 to 8.0 percent. 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.

For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16,  $\subseteq$ 

except CA 11 may be used for full-depth patching.

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 8

The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid replaced with Type I or II portland cement. 6

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. For Class PP concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. (10)

The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains E

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 any of the aggregate sample particles. (12)

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 (13)

also Refer Alternate combinations of gradation sizes may be used with the approval of the Engineer. Article 1004.02(d) for additional information on combining sizes. (14)

2

					ı												- 1
Coarse Aggregate Gradations	( <del>1</del>			CA 13, CA 14, CA 16, or a blend of these	gradations.	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, or CA 11		CA 3 & CA 7,	CA3&CA11,	CA 5 & CA 7,	CA 7, CA 11,	CA 13, CA 14, or	CA 10	(6.3)			
Air Content %				5.0 - 8.0	**	Optional 6.0 max.			5.0 - 8.0	<u>(</u> )							
r rength ngth)	Ē		28														
lix Desigr essive St ural Strer	a, minimu	Days	14	27,500 (4650)		24,000 (4500)		·	24,000	(4500)							
Compre (Flexi	κP		3														
ω — э E	۵.	шш	(4)	150 -200 (6)		75 - 125			20	(c)							
Water / Cement Ratio	kg/kg			0.32 - 0.44		0.32 - 0.44			0.32 - 0.44						•		
# L			Max	418		418			418							-	
Cemer	kg/cu r (3)		Min.	395		335 (1) 360 (2)			335 (1)	360 (2)							
Specification Section Reference				516 512 734	837	503	503 424 511	512	542	000	909 637	734		,	836	8/8	
Use				(12) iles (12)	ft (12) Foundation (12)		xcept Superstructure)		and Collar	Curb & Gutter,	d Paved Ditch rier	es	ting	oundation	tion (12)	Foundation	Square or Rectangular
				Drilled Shaft ( Metal Shell P Sign Structure	Drilled Shal	Seal Coat	Structures (e) Sidewalk Slone Wall	Encasement	End Section (	Curb, Gutter,	Median, an	Sign Structur	Spread For	Concrete F	Pole Founda	Traffic Signal	Square or I
Class of Conc.				DS		SC			S								
	Specification Cement Water / I Mix Design Air Section Factor Cement u Compressive Strength Content Reference Reference Ratio m (Flexural Strength) %	Specification Use Section Factor Cement Water / I Mix Design Air Section Factor Cement Design Content Cement Reference Rg/cu m (Flexural Strength) % (3) kg/kg P kPa, minimum	Specification Cement Water / I Mix Design Air Section Factor Cement U Compressive Strength Content Reference kg/cu m kg/kg mm Days	Specification Section         Cement Factor Reference         Cement Reference Rg/cu m         Water / 1 Compressive Strength Content Pation m         Air Design Content Content Content Pation m         Air Design Content Content Content Pation m         Air Design Content Content Content Pation m         Air Content Content Content Pation m         Air Content Content Pation m         Air Content Content Content Pation M         Air Content Content Pation M         Air Content Content Pation M         Air Content Pation M         A	Specification   Cement   Water /   1	Specification   Specificatio	Specification   Section   Factor   Cement   Water /   1   Ompressive Strength   Section   Factor   Factor   Cement   Cement   U   Compressive Strength   Section   Factor   Cement   U   Cement   U   Cement   Ombressive Strength   Section   Cement   Heference   Kg/kg   Min.   Max   Kg/kg   mm   Days   Min.   Max   Min.   Min.   Max   Min.   Min.   Max   Min.   Max   Min.   Max   Min.   Max   Min.   Max   Min.   Max   Min.   Min.   Min.   Max   Min.   Min.   Min.   Min.   Min.   Min.   Min.   Min.   Max   Min.   Specification   Specification   Cement   Water /   1   Mix Design	Specification   Specification   Specification   Specification   Section   Section   Factor   Cement   Use   Section   Section   Factor   Cement   Use   Section   Se	Specification   Specification   Specification   Specification   Specification   Specification   Specification   Factor   Specification   Specification   Factor   Specification   Specificat	Specification   Specificatio	Drilled Shaff (12)   Section   Reference   Region   Reg	Section   Specification   Section   Specificatio	Specification   Specification   Specification   Specification   Specification   Specification   Specification   Specification   Factor   Cement   U   Compressive Strength   Reference   Kg/kg   mm   Eavisor   Sign   Structures   Sign   Structures   Sign   Structures   Sign   Sign   Structures   Sign   Sign   Sign   Structures   Sign   Drilled Shaft (12)	Use   Specification   Cement   Water /   1   Mix Design			

Notes:

Central-mixed  $\Xi \varnothing \odot$ 

Fruck-mixed or shrink-mixed.

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.

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. 4

The slump range for slipform construction shall be 13 to 64 mm and the air content range shall be 5.5 to 8.0 percent. 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. (5)

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. 2

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. 8

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. 6

except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a For Class PP concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, 27,500 kPa compressive or 4,650 kPa flexural. 9

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. E

the Engineer's discretion, the Contractor may be required to conduct a minimum 1.5 cu m trial batch to verify the mix The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. (12)

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 (13)

Refer also to Article Alternate combinations of gradation sizes may be used with the approval of the Engineer. 1004.02(d) for additional information on combining sizes. (14)

Self-consolidating concrete is a flowable mixture that does not require mechanical vibration for consolidation. Self-consolidating concrete mix designs may be developed for Class BS, PC, PS, DS, and SI concrete. Self-consolidating concrete mix designs may also be developed for precast concrete products that are not subjected to Class PC concrete requirements according to Section 1042. The mix design criteria for the concrete mixture shall be according to Article 1020.04 with the following exceptions.

- (a) The slump requirements shall not apply.
- (b) The concrete mixture should be uniformly graded, and information in the "Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures" may be used to develop the uniformly graded mix design. The coarse aggregate gradations shall be CA 11, CA 13, CA 14, CA 16, or a blend of these gradations. However, the final gradation when using a single coarse aggregate or combination of coarse aggregates shall have 100 percent pass the 1 in. (25 mm) sieve, and minimum 95 percent pass the 3/4 in. (19 mm) sieve. The fine aggregate proportion shall be a maximum 50 percent by weight (mass) of the total aggregate used.
- (c) The slump flow range shall be 22 in. (560 mm) minimum to 28 in. (710 mm) maximum and tested according to Illinois Test Procedure SCC-2.
- (d) The visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-2.
- (e) The J-Ring value shall be a maximum of 2 in. (50 mm) and tested according to Illinois Test Procedure SCC-3. The L-Box blocking ratio shall be a minimum of 80 percent and tested according to Illinois Test Procedure SCC-3. The Contractor has the option to select either test.
- (f) The hardened visual stability index shall be a maximum of 1 and tested according to Illinois Test Procedure SCC-6.
- (g) If Class PC concrete requirements do not apply to the precast concrete product according to Section 1042, the maximum cement factor shall be 7.05 cwt/cu yd (418 kg/cu m) and the maximum allowable water/cement ratio shall be 0.44.
- (h) If the measured slump flow, visual stability index, J-Ring value, or L-Box blocking ratio fall 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.

The Contractor may use water or self-consolidating admixtures at the jobsite to obtain the specified slump flow, visual stability index, J-ring value, or L-box blocking ratio. The maximum design water/cement ratio shall not be exceeded.

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 Contractor's 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 by the Engineer 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. 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 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.

- 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, 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 820 lbs/cu yd (485 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 and latex mixtures), 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 alkalisilica 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.

	Aggrega	te Groups				
Coarse Aggregate		Fine Aggregate				
or Coarse Aggregate Blend		Fine Aggregate Blend	d .			
	ASTM C 1260 Expansion					
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.

Re	duction of R	isk for Delete	erious Alkali-	Silica Reaction	on
Aggregate	-	M	ixture Option	ns	
Groups	Option 1	Option 2	Option 3	Option 4	Option 5
Group I	U		ions are not nt or finely di	applicable. vided minera	ıl.
Group II	×	X	Х	Х	x
Group III	X	Combine Option 2 with Option 3	Combine Option 2 with Option 3	X	X
Group IV	Х	Combine Option 2 with Option 4	Invalid Option	Combine Option 2 with Option 4	Х

<sup>&</sup>quot;X" denotes valid mixture option for aggregate group.

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 or fine aggregate is blended, the weighted expansion value shall be calculated separately for the coarse and fine aggregate as follows:

Weighted Expansion Value =  $(a/100 \times A) + (b/100 \times B) + (c/100 \times C) + ...$ 

Where: a, b, c... = percentage of aggregate in the blend; A, B, C... = expansion value for that aggregate.

- b. Mixture Option 2. A finely divided mineral shall be used as described in 1), 2), 3), or 4) that follow. In addition, a blended cement with a finely divided mineral may be added to a separate finely divided mineral to meet the following requirements, provided the finely divided minerals are the same material. However, adding together two different finely divided minerals to obtain the specified minimum percentage of one material will not be permitted for 1), 2), 3), and 4). Refer to Mixture Option 5 to address this situation.
  - 1. Class F Fly Ash. For cement aggregate mixture II, Class PV, BS, PC, PS, MS, DS, SC and SI concrete, the Class F fly ash shall be a minimum 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

2. Class C Fly Ash. For cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, Class C fly ash shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

 Ground Granulated Blast-Furnace Slag. For Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, ground granulated blast-furnace slag shall be a minimum of 25.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

4. Microsilica or High Reactivity Metakaolin, Microsilica solids or high reactivity metakaolin shall be a minimum 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

If the maximum total equivalent available alkali content ( $Na_2O + 0.658K_2O$ ) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 (Na<sub>2</sub>O + 0.658K<sub>2</sub>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 ( $Na_2O + 0.658K_2O$ ), a new ASTM C 1567 test will not be required.

The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time.

The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

1020.06 Water/Cement Ratio. The water/cement ratio shall be determined on a weight (mass) basis. When a maximum water/cement ratio is specified, the water shall include mixing water, water in admixtures, free moisture on the aggregates, and water added at the jobsite. The quantity of water may be adjusted within the limit specified to meet slump requirements.

When fly ash, ground granulated blast-furnace slag, high-reactivity metakaolin, or microsilica (silica fume) are used in a concrete mix, the water/cement ratio will be based on the total cement and finely divided minerals contained in the mixture.

**1020.07 Slump.** The slump shall be determined according to Illinois Modified AASHTO T 119.

If the measured slump falls outside the limits specified, a check test will be made. In the event of a second failure, the Engineer may refuse to permit the use of the batch of concrete represented.

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, a 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 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 may have the concrete 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 field curing box for initial curing and a water storage tank for final curing. The field curing box will be required when an air temperature below 60 °F (16 °C) is expected during the initial curing period. The device shall maintain the initial curing temperature range specified in Illinois Modified AASHTO T 23, and may be insulated or power operated as appropriate.

**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 concrete, crushed slag or lightweight aggregate shall be according to Article 1004.01(e)(5).

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. For self-consolidating concrete, a minimum of 100 revolutions is required in all cases. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, 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. For selfconsolidating concrete, a minimum of 100 revolutions is required in the truck mixer. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, 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	Haul	Time
of Discharge °F (°C)	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 and admixtures 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, truck-mixed, or shrink-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 C	URING AND PROTECTION OF	CONCRETE C	ONSTRUCTION
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete 11/			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) 3/5/	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) 2/	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Paved Ditch	1020.13(a)(1)(2)(3)(4)(5) 4/5/	3	1020.13(c) <sup>16/</sup>
Catch Basin Manhole Inlet Valve Vault	1020.13(a)(1)(2)(3)(4)(5) 4/.	3	1020.13(c)
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) 2/	3 12/	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 <sup>12/</sup>	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings Seal Coat	1020.13(a)(1)(2)(3)(4)(5) 4/6/	7	1020.13(d)(1)(2)(3)
Substructure	1020.13(a)(1)(2)(3)(4)(5) 1/7/	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) 8/	7	1020.13(d)(1)(2)
Deck Bridge Approach Slab Retaining Walls	1020.13(a)(5) 1020.13(a)(1)(2)(3)(4)(5) 1/7/	7	1020.13(d)(1)(2) <sup>17/</sup> 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/		<u> </u>	
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) 9/10/	As <sup>13/</sup> Required	9/
- All Other-Precast Items	1020.13(a)(3)(4)(5) 2/9/10/	As <sup>14/</sup> Required	9/
Precast, Prestressed Concrete 11/		•	
All Items	1020(a)(3)(5) 9/ 10/	Until Strand Tensioning is Released <sup>15/</sup>	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 all finishing work to the concrete surface has been completed, it shall be sealed with membrane curing compound of the type specified within ten minutes. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise, be sealed within ten minutes 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 Po	our Dimension	Thermal
in.	(mm)	Resistance R
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  $^{\circ}$ F (2  $^{\circ}$ C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

(2) Protection Method II. The concrete shall be enclosed in adequate housing and the air surrounding the concrete kept at a temperature of not less than 50 °F (10 °C) nor more than 80 °F (27 °C) for a period of seven days after the concrete is placed. The Contractor shall provide means for checking the temperature of the surface of the concrete or air temperature within the housing during the protection period. All exposed surfaces within the housing shall be cured according to the Index Table.



The Contractor shall provide adequate fire protection where heating is in progress and such protection shall be accessible at all times. The Contractor shall maintain labor to keep the heating equipment in continuous operation.

At the close of the heating period, the temperature shall be decreased to the approximate temperature of the outside air at a rate not to exceed 15 °F (8 °C) per 12 hour period, after which the housing maybe removed. The surface of the concrete shall be permitted to dry during the cooling period.

- (3) Protection Method III. As soon as the surface is sufficiently set to prevent marring, the concrete shall be covered with 12 in. (300 mm) of loose, dry straw followed by a layer of impermeable covering. The edges of the covering shall be sealed to prevent circulation of air and prevent the cover from flapping or blowing. The protection shall remain in place until the concrete is seven days old. If construction operations require removal, the protection removed shall be replaced immediately after completion or suspension of such operations.
- **1020.14 Temperature Control for Placement.** Temperature control for concrete placement shall be according to the following.
  - (a) Concrete other than Structures. Concrete may be placed when the air temperature is above 35 °F (2 °C) and rising, and concrete placement shall stop when the falling temperature reaches 40 °F (4 °C) or below, unless otherwise approved by the Engineer.

The temperature of concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C). If concrete is pumped, the temperature of the concrete at point of placement 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 at point of placement shall be a minimum of 50 °F (10 °C) and a maximum of 90 °F (32 °C).

When insulated forms are used according to Article 1020.13(d)(1), the maximum temperature of the concrete mixture immediately before placement shall be 80 °F (25 °C).

When concrete is placed in contact with previously placed concrete, the temperature of the freshly mixed concrete may be increased to 80  $^{\circ}$ F (25  $^{\circ}$ C) by the Contractor to offset anticipated heat loss.

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- (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 should be uniformly graded and preference for larger size aggregate should be used in the mix design. Article 1004.02(d)(2) shall apply and information in the "Portland Cement Concrete Level III Technician Course – Manual of Instructions for Design of Concrete Mixtures" may 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.

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. Other required test parameters for the mathematical model may be assumed if appropriate.

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 (28 °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  $^{\circ}$ F (4  $^{\circ}$ 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. 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.

(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  $\pm$  2 °F ( $\pm$  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 equal to or less than 158 °F (70 °C), the concrete will be accepted if no cracking or other unacceptable defects are identified. If cracking or unacceptable defects are identified, Article 105.03 shall apply. If the concrete temperature exceeds 158 °F (70 °C), Article 105.03 shall apply.

If a temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface exceeds the specified or proposed maximum value allowed, the concrete will be accepted if no cracking or other unacceptable defects are identified. If unacceptable defects are identified, Article 105.03 shall apply.

When the maximum 150 °F (66 °C) concrete temperature or the maximum allowed temperature differential is violated, the Contractor shall implement corrective action prior to the next pour. In addition, the Engineer reserves the right to request a new thermal control plan for acceptance before the Contractor is allowed to pour again.

(d) Inspection and Repair of Cracks. The Engineer will inspect the concrete for cracks after the temperature monitoring is discontinued, and the Contractor shall provide access for the Engineer to do the inspection. A crack may require repair by the Contractor as determined by the Engineer. The Contractor shall be responsible for the repair of all cracks. Protective coat or a concrete sealer shall be applied to a crack less than 0.007 in. (0.18 mm) in width. A crack that is 0.007 in. (0.18 mm) or greater shall be pressure injected with epoxy according to Section 590.

# QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012 Revised: January 1, 2013

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. However, the Level II PCC Technician may request to be available if

operations are satisfactory. Approval shall be obtained from the Engineer, 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.

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 strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.
  - (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable 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)	
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)	
Visual Stability Index (SCC)	Not Applicable	
J-Ring (SCC) 1.5 in. (40 mm)		
L-Box (SCC)	10 %	
Hardened Visual Stability Index (SCC)	Not Applicable	
Dynamic Segregation Index (SCC)	1.0 %	
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)	
Strength (Controlled Low-Strength Material (CLSM))	40 psi (275 kPa)	
	See "Guideline for Sample	
Aggregate Gradation	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, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), 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, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index 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, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM); 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 or hardened visual stability index 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, jobsite air content jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM); 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 or hardened visual stability index 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 revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.
- (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.

# 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.

# TEMPORARY EROSION AND SEDIMENT CONTROL (BDE)

Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

"(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required."

Delete the last sentence of Article 280.08(e) of the Standard Specifications.



# TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

"The daily monetary deduction will be \$2,500."

TRAINING SPECIAL PROVISIONS (BDE) 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 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 then clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the Illinois Department of Transportation and the Federal Highway Administration. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

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

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

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

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

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

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

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

<u>BASIS OF PAYMENT</u> 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.

## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2012

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

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

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

#### Materials.

Add the following to Article 1030.02 of the Standard Specifications.

"(h) Warm Mix Asphalt (WMA) Technologies (Note 3)"

Add the following note to Article 1030.02 of the Standard Specifications.

"Note 3. Warm mix additives or foaming processes shall be selected from the current Bureau of Materials and Physical Research Approved List, "Warm-Mix Asphalt Technologies"."

### Equipment.

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

"1102.01 Hot-Mix Asphalt Plant. The hot-mix asphalt (HMA) plant shall be the batch-type, continuous-type, or dryer drum plant. The plants shall be evaluated for prequalification rating and approval to produce HMA according to the current Bureau of Materials and Physical Research Policy Memorandum, "Approval of Hot-Mix Asphalt Plants and Equipment". Once approved, the Contractor shall notify the Bureau of Materials and Physical Research to obtain approval of all plant modifications. The plants shall not be used to produce mixtures concurrently for more than one project or for private work unless permission is granted in writing

by the Engineer. The plant units shall be so designed, coordinated and operated that they will function properly and produce HMA having uniform temperatures and compositions within the tolerances specified. The plant units shall meet the following requirements."

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

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

### Mix Design Verification.

Add the following to Article 1030.04 of the Standard Specifications.

- "(d) Warm Mix Technologies.
  - (1) Foaming. WMA mix design verification will not be required when foaming technology is used alone (without WMA additives). However, the foaming technology shall only be used on HMA designs previously approved by the Department.
  - (2) Additives. WMA mix designs utilizing additives shall be submitted to the Engineer for mix design verification. Additional mixture verification requirements include Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 which shall meet the criteria in Tables 1 and 2 respectively herein. The Contractor shall provide the additional material as follows:
    - a. Four gyratory specimens to be prepared in the Contractor's lab according to Illinois Modified AASHTO T324.
    - b. Sufficient mixture to conduct tensile strength testing according to Illinois Modified AASHTO T283.

Table 1. Illinois Modified AASHTO T324 Requirements <sup>1/</sup>

Asphalt Binder	# Wheel	Max Rut Depth
Grade	Passes	in. (mm)
PG 76-XX	20,000	1/2 in. (12.5 mm)
PG 70-XX	15,000	1/2 in. (12.5 mm)

PG 64-XX	7,500	1/2 in. (12.5 mm)
PG 58-XX	5,000	1/2 in. (12.5 mm)

1/ Loose WMA shall be oven aged at 270  $\pm$  5 °F (132  $\pm$  3 °C) for two hours prior to gyratory compaction of Hamburg Wheel specimens.

Table 2. Tensile Strength Requirements

Asphalt Binder	Tensile Strength psi (kPa)		
Grade	Minimum	Maximum	
PG 76-XX	80 (552)	200 (1379)	
PG 70-XX			
PG 64-XX	60 (414)	200 (1379)"	
PG 58-XX	, ,		

# Production.

Revise the second paragraph of Article 1030.06(a) of the Standard Specifications to read:

"At the start of mix production for HMA, WMA, and HMA using WMA technologies, QC/QA mixture start-up will be required for the following situations; at the beginning of production of a new mix of a new mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

Insert the following after the sixth paragraph of Article 1030.06(a) of the Standard Specifications:

- "Warm mix technologies shall be as follows.
- (1) Mixture sampled to represent the test strip shall include additional material sufficient for the Department to conduct Hamburg Wheel testing according to Illinois Modified AASHTO T324 and tensile strength testing according to Illinois Modified AASHTO T283 (approximately 110 lb (50 kg) total).
- (2) Upon completion of the start-up, WMA, or HMA using WMA technologies, production shall cease. The Contractor may revert to conventional HMA production provided a start-up has been previously completed for the current construction season for the mix design. WMA, or HMA using WMA technologies, may resume once all the test results, including Hamburg Wheel results are completed and found acceptable by the Engineer."

Add the following after the first paragraph of Article 1030.05(d)(2)c. of the Standard Specifications:

"During production of each WMA mixture or HMA utilizing WMA technologies, the Engineer will request a minimum of one randomly located sample, identified by



the Engineer, for Hamburg Wheel testing to determine compliance with the requirements specified in Table 1 herein."

# Quality Control/Quality Assurance Testing.

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

	Frequency of Tests	Frequency of Tests	Test Method See Manual of
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	Test Procedures for Materials
Aggregate Gradation	washed ignition     oven test on the mix     per half day of     production	1 washed ignition oven test on the mix per day of production	Illinois Procedure
% passing sleves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.	Note 4.	
Note 1.			
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.			
VMA Note 3.	Day's production ≥ 1200 tons:	N/A	Illinois-Modified AASHTO R 35
	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
Note 5.	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		

Parameter	Frequency of Tests  High ESAL Mixture Low ESAL Mixture	Frequency of Tests  All Other Mixtures	Test Method See Manual of Test Procedures for Materials
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:  1 per half day of production  Day's production < 1200 tons:  1 per half day of production for first 2 days and 1 per day thereafter (first	1 per day	Illinois-Modified AASHTO T 209
	sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu$ m) sieves are not required for All Other Mixtures.

Note 2. The Engineer may waive the ignition oven requirement for asphalt binder content if the aggregates to be used are known to have ignition asphalt binder content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the asphalt binder content.

Note 3. The  $G_{sb}$  used in the voids in the mineral aggregate (VMA) calculation shall be the same average  $G_{sb}$  value listed in the mix design.

Note 4. The Engineer reserves the right to require additional hot bin gradations for batch

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

### Construction Requirements.

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

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

#### Basis of Payment.

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

## WEEKLY DBE TRUCKING REPORTS (BDE)

Effective: June 2, 2012

The Contractor shall provide a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used on the jobsite; or used for the delivery and/or removal of equipment/material to and from the jobsite. The jobsite shall also include offsite locations, such as plant sites or storage sites, when those locations are used solely for this contract.

The report shall be submitted on the form provided by the Department within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur. The report shall be submitted to the Engineer and a copy shall be provided to the district EEO Officer.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.

# WORKING DAYS (BDE)

Effective: January 1, 2002

The Contractor shall complete the work within 65 working days.

# REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

- 2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- 3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
- 4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

#### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

- 1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:
  - "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or onthe-job training."
- 2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

- 3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
- **4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
- **5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If

the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.
- **7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:
- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

- 8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
- 9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### 10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color,

religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. Davis-Bacon and Related Act Provisions

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such

action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose Wage and Hour Division Web http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for

debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- **9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such

contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees:
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
- b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
- 2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
- 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

- 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
- 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

#### 18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

# IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

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

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more — as defined in 2 CFR Parts 180 and 1200.

## 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded,"

as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

# 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with

commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the

certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

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

\* \* \* \*

# XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

#### **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 <a href="http://www.dot.state.il.us/desenv/delett.html">http://www.dot.state.il.us/desenv/delett.html</a>.

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 <a href="http://www.dot.state.il.us/desenv/subsc.html">http://www.dot.state.il.us/desenv/subsc.html</a>.

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