#### **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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Pro	pposal Submitted By
Na	me
Ad	dress
Cit	у

### Letting March 8, 2013

#### NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 63730
DUPAGE County
Section 00-00064-00-BT (West Chicago)
Route PEDESTRIAN PATH
Project M-8003(060)
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
Taxpayer Ide	entification Number (Mandatory)
For the in	mprovement identified and advertised for bids in the Invitation for Bids as:
	Contract No. 63730 DUPAGE County Section 00-00064-00-BT (West Chicago) Project M-8003(060) Route PEDESTRIAN PATH District 1 Construction Funds

Project consists of the construction of 10 foot and 8 foot wide HMA trails to provide a link between the Great Western Trail and the Illinois Prarie Path in the city of West Chicago.

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.	combination, he combination be proportion to the	N BIDS. The undersigned further agrees that if awarded le/she will perform the work in accordance with the requid specified in the schedule below, and that the combine bid submitted for the same. If an error is found to exist ed in a combination, the combination bid shall be corrected.	quirements of each individual proposal comprising the ination bid shall be prorated against each section in it in the gross sum bid for one or more of the individual
	com If alt	n a combination bid is submitted, the schedule below prising the combination. ernate bids are submitted for one or more of the secti bination bid must be submitted for each alternate.	
		Schedule of Combination B	iids
Со	mbination	Costiana Instruded in Combination	Combination Bid
	No.	Sections Included in Combination	Dollars Cents
7.	schedule of pr all extensions schedule are a is an error in th will be made of The scheduled	of PRICES. The undersigned bidder submits herewith, ces for the items of work for which bids are sought. The and summations have been made. The bidder unde pproximate and are provided for the purpose of obtaining the extension of the unit prices, the unit prices shall governing for actual quantities of work performed and accepted quantities of work to be done and materials to be furnishere in the contract.	e unit prices bid are in U.S. dollars and cents, and erstands that the quantities appearing in the bid g a gross sum for the comparison of bids. If there n. Payment to the contractor awarded the contract d or materials furnished according to the contract.
8.	500/20-43) pro	<b>FO DO BUSINESS IN ILLINOIS.</b> Section 20-43 of the vides that a person (other than an individual acting as a sthe State of Illinois prior to submitting the bid.	
9.	The services	of a subcontractor will be used.	
	Check box		
	their name	subcontractors with subcontracts with an annual value of address, general type of work to be performed, and the 500/20-120)	

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.

ECMS002 DTGECM03 ECMR003 PAGE RUN DATE - 02/07/13 RIN TIME - 183109 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NIMBER - 63730

COUNTY NAME CODE DIST DUPAGE 043 01	SECTI 00-00064-00-BT	CHIC	O)	PROJECT NUMBER RO /060/000 PED	
PAY ITEM	M DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE TOTAL PRI DOLLARS CENTS DOLLARS	CECTS
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WEED CONTR PR	M GRN		5.000 x		I   I
FENCE REM & RE	ERECT		200.000 x	11	
REM/REL SIGN	CIAL	1 1	1.00		
CC DRIVEWAY PV	6 SP	1 1		- II -	I I I
RELOC EX LIGHT	H.	EACH	0		
HMA DRIVEWAY P	6 LA		615.000 x		
CONSTRUCTION L	TUC		1.0		
DRAIN UTIL STR	ADJ		25.000 x	11	i
UTILS	RECON			H —	
WD POST & RAIL	FENCE		229.000 x		i
TREE REMOV 6-1			72.000 x		1   1   1
TREE REMOV OVE		1	18.000 X		
TEMPORARY FENC		FOOT	2,000.000 x	— II —	 
TREE ROOT PRUN	ING	EACH	20.000 X	II	 

N ECMSOO2 DTGECM03 ECMRO03 PAGE RUN DATE - 02/07/13 RUN TIME - 183109 ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES CONTRACT NUMBER - 63730 PEDPATH 00-00064-00-BT (WEST CHICAGO) DUPAGE

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	UNIT OF MEASURE	EACH	EACH	CN YD	CU YD	CU YD	SQ YD	0	ACR	ا بھا	NNO!			LIND	DNDO	FOOT
	PAY ITEM DESCRIPTION	TREE PRUN 1-10	TREE PRUN OVER 10	EARTH EXCAVATION	REM & DISP UNS MATL	TRENCH BACKFILL	GEOTECH FAB F/GR STAB	TOPSOIL F & P 6	SEEDING CL 2A	NITROGEN FERT NUTR	PHOSPHORUS FERT NUTR	POTASSIUM FERT NUTR	EROSION CONTR BLANKET	SUPPLE WATERING	TEMP EROS CONTR SEED	PERIMETER EROS BAR
2	ITEM	0	0.00		0	0.0	0	נטו	0	00	00	0	000	0	0.0	0

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ILLINDIS DE SOO-BT (WEST CHICAGO)	PAY ITEM DESCRIPTION	INLET FILTERS	AGG SUBGRADE	AGG BASE CSE B 8	BIT MATLS PR CT	HMA SC "D" N50	PC CONC SIDEWALK 5	DETECTABLE WARNINGS	PAVEMENT REM	HMA SURF REM 3	DRIVE PAVEMENT REM	COMB CURB GUTTER REM	SIDEWALK REM	PIPE CULVERT REMOV	PRC FLAR END SEC 12	SS RG CL A 1 12
PEDPATH 00-00064-00-BT DUPAGE	ITEM	8000510	0300001	02000	0600100	0603335	2400200		4000100	4000161	4000200	4000500	4000600	0105220	213657	50A2320

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PRIC DOLLARS CENTS PRICE DOLLARS 1.000 000. 000. 000. 000. 1.000 000.1 000.1 1.000 ,595.000 1.000 4.000 5.000 5.000 50.000 QUANTITY UNIT OF EACH FOOT SUM SUM SUM F00T PAY ITEM DESCRIPTION SLEEVE 12 FIRE HYDNTS TO BE MVD FIRE HYDNTS TO BE REM FIRE HYD W/AUX V & VB TR CONT & PROT 701501 TR CONT & PROT 701701 INLETS ADJ NEW T1F OL 7 DOM WAT SER BOX ADJ VV TA 5 DIA T1F CL COMB CC&G TB6.12 STORM SEWER REM INLETS TB T8G VALVE BOX ADJ MOBILIZATION TAP VALVE & **CB TC T8G** 56400500 60603800 56400820 56500600 60266600 67100100 55100500 56400100 60207605 60240301 60248900 60260300 70102620 70102635 56109100 NUMBER

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# NOTE:

1. 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. 5.
- 3. 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 500/50-14 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 quilty 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.)

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 e (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 n, 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 a or minor children entitled to receive (i) more than 15% in aggregate of your firm, partnership, association or corporation, or (ii) an amoun salary of the Governor?	nd your spouse of the total distributable income
	employment of spouse, father, mother, son, or daughter, including con 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 employee Board or the Illinois State Toll Highway Authority?	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 60 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	d to or employed by any 0% of the or minor children, the name
3.	If your spouse or any minor children is/are currently appointed to or estate 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 distributable firm, partnership, association or corporation, or (ii) an amount in excannual salary of the Governor?	I salary of the Governor, e income of your
4.	If your spouse or any minor children are currently appointed to or er State of Illinois, and his/her annual salary exceeds 60% of the annual and your spouse or any minor children entitled to receive (i) more that aggregate of the total distributable income from your firm, partnership (ii) an amount in excess of two times the salary of the Governor?	salary of the Governor, are you an 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern local government authorized by the Constitution of the State of Illinoi currently or in the previous 3 years.	
	onship to anyone holding elective office currently or in the previous 2 year daughter.	ears; spouse, father, mother, YesNo
Americ of the S	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 exceptance of that office currently or in the previous 3 years.	State of Illinois or the statues
	nship to anyone holding appointive office currently or in the previous 2 daughter.	years; spouse, father, mother, YesNo
(g) Employ	yment, currently or in the previous 3 years, as or by any registered lob	byist 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.



**PART I. IDENTIFICATION** 

Contract No. 63730 DUPAGE County Section 00-00064-00-BT (West Chicago) Project M-8003(060) Route PEDESTRIAN PATH District 1 Construction Funds

Dept. Human Right	s#						_ Du	ration (	of Proj	ect: _							
Name of Bidder:																	
PART II. WORKFO A. The undersigned which this contract wo projection including a	l bidder h	as analyz e perform	ed mir ed, an	d for th d fema	ne locat	ions fro	m whic	h the b	idder re	cruits	employ	ees, and he	reby subm	nits the foll	owii con	ng workfo	n orce
		TOTA	AL Wo		Projec	tion for	Contra	ct					(	CURRENT		IPLOYEE	S
				MINIC	ORITY I	EMBI O	VEEC			TD	AINEES			TO BE ASSIGNED TO CONTRACT			
JOB	ТО	TAL		IVIIIV		EIVIFLO	*OTHER		APPF			HE JOB	TO	OTAL		MINO	RITY
CATEGORIES		OYEES		ACK	HISP		MIN		TIC			INEES	EMPL	OYEES		EMPLC	OYEES
OFFICIALS	М	F	M	F	М	F	М	F	М	F	М	F	М	F		М	F
(MANAGERS)																	
SUPERVISORS																	
FOREMEN																	
CLERICAL																	
EQUIPMENT OPERATORS																	
MECHANICS																	
TRUCK DRIVERS																	
IRONWORKERS																	
CARPENTERS																	
CEMENT MASONS																	
ELECTRICIANS																	
PIPEFITTERS, PLUMBERS																	
PAINTERS																	
LABORERS, SEMI-SKILLED																	
LABORERS, UNSKILLED																	
TOTAL																	
		BLE C							7		Г	FOR I	DEPARTI	MENT USE	: 01	JI Y	
EMPLOYEES	TOTAL Tr	aining Pro TAL	ojectio	n for C	ontract		*O	THER	_					00_			
IN		OYEES	BL	ACK	HISE	ANIC		NOR.									
TRAINING	M	F	M	F	M	F	M	F	1								
APPRENTICES	1	·	<u> </u>				ļ		1								
ON THE JOB TRAINEES																	

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. 63730 DUPAGE County Section 00-00064-00-BT (West Chicago) Project M-8003(060) Route PEDESTRIAN PATH District 1 Construction Funds

#### PART II. WORKFORCE PROJECTION - continued

B.	Included in "Total Employees" under Table A is the total event the undersigned bidder is awarded this contract.	I number of <b>new hires</b> th	at would be employed in the
	The undersigned bidder projects that: (number)		new hires would be
	recruited from the area in which the contract project is long new hires would	ocated; and/or (number)	rea in which the bidder's principal
	office or base of operation is located.		• •
C.	Included in "Total Employees" under Table A is a project undersigned bidder as well as a projection of numbers of		
	The undersigned bidder estimates that (number)be directly employed by the prime contractor and that (remployed by subcontractors.	number)	persons will persons will be
PART II	III. AFFIRMATIVE ACTION PLAN		
	The undersigned bidder understands and agrees that in utilization projection included under <b>PART II</b> is determined in any job category, and in the event that the undersigned commencement of work, develop and submit a written A (geared to the completion stages of the contract) where utilization are corrected. Such Affirmative Action Plan with the <b>Department of Human Rights</b> .	ned to be an underutilizat ed bidder is awarded this Affirmative Action Plan in By deficiencies in minorii	ion of minority persons or women s contract, he/she will, prior to cluding a specific timetable ty and/or female employee
	The undersigned bidder understands and agrees that the submitted herein, and the goals and timetable included to be part of the contract specifications.		
Compa	pany	Telephone Numb	per
Addres			
	NOTICE REGARDIN	IG SIGNATURE	
	Bidder's signature on the Proposal Signature Sheet will constituted completed only if revisions are required.	ite the signing of this form.	The following signature block needs
Signati	uture: 🗌	Title:	Date:
Instruction	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 hired (Table B) that will be allocated to contract work, and include should include all employees including all minorities, apprent	e all apprentices and on-the-jol	trainees. The "Total Employees" column
Table B	<ul> <li>Include all employees currently employed that will be allocat currently employed.</li> </ul>	ed to the contract work including	ng any apprentices and on-the-job trainees
Table C	C - Indicate the racial breakdown of the total apprentices and on	-the-job trainees shown in Tab	le A.
			DO 4050 (D

#### 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. 63730 DUPAGE County Section 00-00064-00-BT (West Chicago) Project M-8003(060) Route PEDESTRIAN PATH 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	
(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	Decision Address	· ·
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
	Corporate Name	
(IF A JOINT VENTURE)	_,	Signature of Authorized Representative
		Turned or uninted groups and title of A. they in ad Danyas autation
		Typed or printed name and title of Authorized Representative
	Attest	
		Signature
	Business Address	
If more than two parties are in the joint venture,	nlease 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			
	OTATE OF	- 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 amounitation for Bids, whichever is the lesser sum, well and truves, our heirs, executors, administrators, successors as
	h the Department of Tr		he PRINCIPAL has submitted a bid proposal to the provement 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 in insurance coverages and or the prompt payment of e required DBE submissing 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 furni 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 note with the terms of the bidding and contract documents specified with good and sufficient surety for the faith ished in the prosecution thereof; or if, in the event of the protect and to give the specified bond, the PRINCIPAL paint specified in the bid proposal and such larger amount if the proposal, then this obligation shall be null as
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 ays of written demand therefor. If Surety does not make f amount owed. Surety is liable to the Department for all n whole or in part.
In TESTIMONY WHEREOF, to	he 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	re & Title)	By:	(Signature of Attorney-in-Fact)
	Notary Ce	rtification for Principal and	
STATE OF ILLINOIS,	notary Ce	i incation for 1 fincipal and	a Surety
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 from
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 auring 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 [	Date			
Contrac	t No.			
Letting I	item No.			
(4) Ass	surance			
	in my capacity as an officer of the undersigned bidder (or bidderly company: (check one)  Meets or exceeds contract award goals and has provided doctorised by the Special Provision evidencing availability and use of each business participation in this plan and assuring the work of the contract.  Failed to meet contract award goals and has included good fair provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waived. support of this request including good faith effort. Also attache required by the Special Provision evidencing availability and us business will perform a commercially useful function in the wor	umented participation as for 2025, required by the Speciate each business will perform the effort documentation to make the signed participate of each business participate of the contract.	al Provision events a commercian a commercian neet the goals arequired by the ion statements pating in this plants.	dencing availability and lly useful function in the and that my company has Special Provision in forms SBE 2025, an and assuring that each
Ву	Company	The "as read" Low Bidder is res		•
,		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

(B)	of Transportation	D	BE Participation	n Statement	
Subcontrac	tor Registration	Le	etting		
Participation	on Statement	Ite	em No		
(1) Instruct	ions	С	ontract		
be submitte	nust be completed for each disadvantaged business pared in accordance with the special provision and will be a pace is needed complete an additional form for the firm	ttached to the Ut			
Pay Item					
No.	Description	Quantity	Unit Price	Total	
	<u> </u>		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		nature for DBE Firm		
Title	Title	e			
	Dat				
Contact	Cor	ntact Person			
Phone	Pho	Phone			
Firm Name	Firn	n Name			
Address _	Add	lress			
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.

SBE 2025 (Rev. 11/03/09)

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. 63730
DUPAGE County
Section 00-00064-00-BT (West Chicago)
Project M-8003(060)
Route PEDESTRIAN PATH
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.)
	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 secretary of the secretary of the secretary of State or a state s	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 this Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.			
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 FOLLOWING STATEMENT MUST BE CHECKED			
,	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 March 8, 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. 63730
DUPAGE County
Section 00-00064-00-BT (West Chicago)
Project M-8003(060)
Route PEDESTRIAN PATH
District 1 Construction Funds

Project consists of the construction of 10 foot and 8 foot wide HMA trails to provide a link between the Great Western Trail and the Illinois Prarie Path in the city of West Chicago.

- 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** 63730

## 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)

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	211	Topsoil and Compost	. 5
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### 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	<u>PERFECT</u>	AGE NO.
	Х	Additional State Requirements for Federal-Aid Construction Contracts	
		(Eff. 2-1-69) (Rev. 1-1-10)	35
2	Х	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	38
3 .	X	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)	
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 8		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) Haul Road Stream Crossings, Other Temporary Stream Crossings, and	
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	61
9		Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
10	Х	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).	74
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	<u>76</u>
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	77
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	79
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	80
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	82
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	83
20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	84
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	88
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	90
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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)	90
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)	90
29		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13)	102
30 31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	110
31 32		Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07)	

### 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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LR SD13		$\exists$	Safety Edge	April 1, 2011	Jan. 1, 2007
LR SD406 LR 105	72	$\boxtimes$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 103		. 🗀	Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-2	75		Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-7	, ,		Wages of Employees on Public Works	Jan. 1, 1999	Jan. 1, 2012
LR 108			Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109			Equipment Rental Rates	Jan. 1, 2012	•
LR 212			Shaping Roadway	Aug. 1, 1969	Jan. 1, 2002
LR 355-1			Bituminous Stabilized Base Course, Road Mix or Traveling Plant Mix	Oct. 1, 1973	Jan. 1, 2007
LR 355-2		Ħ	Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1			Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
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LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
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			Pavement		
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LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	
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		П	Emulsified Asphalt Mix Design Procedures	June 1, 2012	
LR 1000-2			Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with Foamed Asphalt Mix Design Procedures	Julie 1, 2012	
LR 1004			Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
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LR 1032-1		Ħ	Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
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LICTION		ш		•	

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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.

<u>File Name</u> <u>Pg.</u>		Special Provision Title	Effect		Revised
80240		Above Grade Inlet Protection		, 2009	Jan. 1, 2012
80099		Accessible Pedestrian Signals (APS)	April 1		Jan. 1, 2007
* 80274 76	X	Aggregate Subgrade Improvement	April 1		Jan. 1, 2013
* 80309	1	Anchor Bolts		, 2013	
80192		Automated Flagger Assistance Device	Jan. 1	, 2008	te
80173		Bituminous Materials Cost Adjustments	Nov. 2	, 2006	Jan. 1, 2012
80241		Bridge Demolition Debris	July 1	, 2009	
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
50481		Building Removal-Case II (Non-Friable Asbestos)	Sept. 1	, 1990	April 1, 2010
50491		Building Removal-Case III (Friable Asbestos)	Sept. 1	, 1990	April 1, 2010
50531		Building Removal-Case IV (No Asbestos)	Sept. 1	, 1990	April 1, 2010
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		Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5	April 1		
		Feet	•		
80294		Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1	, 2012	
		Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	-		,
* 80311 79	Х	Concrete End Sections for Pipe Culverts	Jan. 1	, 2013	
80277		Concrete Mix Design – Department Provided	Jan. 1	, 2012	
80261 81	X	Construction Air Quality – Diesel Retrofit	June 1	, 2010	
80029 84	X	Disadvantaged Business Enterprise Participation	Sept. 1	, 2000	Aug. 2, 2011
* 80312		Drain Pipe, Tile, Drainage Mat, and Wall Drain	Jan. 1	, 2013	
* 80313		Fabric Bearing Pads	Jan. 1	, 2013	
80265	*	Friction Aggregate	Jan. 1	, 2011	
80229		Fuel Cost Adjustment	April 1	, 2009	July 1, 2009
80303 94	X	Granular Materials	Nov. 1	, 2012	
* 80304		Grooving for Recessed Pavement Markings	Nov. 1	, 2012	Jan. 1, 2013
* 80169		High Tension Cable Median Barrier	Jan. 1	, 2007	Jan. 1, 2013
80246 95	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1	, 2010	April 1, 2012
* 80315		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		Moisture Cured Urethane Paint System		, 2006	Jan. 1, 2010
* 80253		Movable Traffic Barrier		, 2010	Jan. 1, 2013
80231 97	X	Pavement Marking Removal	April 1	, 2009	
80298		Pavement Marking Tape Type IV		, 2012	
80254		Pavement Patching		, 2010	
80022 98	X	Payments to Subcontractors	June 1	, 2000	Jan. 1, 2006
* 80316 100	X	Placing and Consolidating Concrete		, 2013	
80278 103	X	Planting Woody Plants	\$	, 2012	Aug. 1, 2012
* 80305		Polyurea Pavement Markings	Nov. 1	, 2012	Jan. 1, 2013
* 80279 105	X	Portland Cement Concrete	50-7455 wyw.urps.user.user.user.use #000000000000000000000000000000000000	, 2012	Jan. 1, 2013
80300		Preformed Plastic Pavement Marking Type D - Inlaid		, 2012	
80218		Preventive Maintenance – Bituminous Surface Treatment		, 2009	April 1, 2012
80219		Preventive Maintenance – Cape Seal	Jan. 1	, 2009	April 1, 2012
		_			

File Name	Pg.		Special Provision Title	<b>Effective</b>	<u>Revised</u>
80220			Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221			Preventive Maintenance – Slurry Seal	Jan. 1, 2009	April 1, 2012
* 80281	148	X	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2013
34261	V. C.		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	Nov. 1, 2012	Jan. 1, 2013
			Shingles (RAS)		
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	164	Х	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
* 80317			Surface Testing of Hot-Mix Asphalt Overlays (NOTE: This special	Jan. 1, 2013	
			provision was previously named "Surface Testing of Pavements".)		
80308	165	X	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Nov. 1, 2012	
80286	166	X	Temporary Erosion and Sediment Control	Jan. 1, 2012	
80225			Temporary Raised Pavement Marker	Jan. 1, 2009	FOLLOWING OF ALL POLICE TO ALL POLICE OF THE
* 80256			Temporary Water Filled Barrier	Jan. 1, 2010	Jan. 1, 2013
80301	167	Х	Tracking the Use of Pesticides	Aug. 1, 2012	•
80273	168	Х	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338			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	169	Χ	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2012
80302	175	Х	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	176	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	Special Provision Title	New Location	<u>Effective</u>	Revised
80275	Agreement to Plan Quantity	Article 202.07	Jan. 1, 2012	
80291	Calcium Chloride Accelerator for Class PP-2	Recurring CS #28	April 1, 2012	•
`	Concrete			
80237	Construction Air Quality - Diesel Vehicle Emissions	Articles 105.03 and 107.41	April 1, 2009	Jan. 2, 2012
	Control			
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	April 1, 2008	Jan. 1, 2012
00203	Metal Hardware Gast Into Concrete	1006.13	7 (prii 1, 2000	0dii. 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	
00200	1 Ordana Comonic Concrete Clarette			

File Name	Special Provision Title	New Location	<b>Effective</b>	Revised
80152	Self-Consolidating Concrete for Cast-In-Place	The following special	Nov. 1, 2005	April 1, 2012
	Construction	provisions: Portland Cement		
		Concrete, QC/QA of		
	•	Concrete Mixtures and		
		Placing and Consolidating Concrete		
80132	Self-Consolidating Concrete for Precast and Precast	The following special	Julv 1, 2004	April 1, 2012
00102	Prestressed Products	provisions: Portland Cement	outy 1, 2001	7 (pm 1, 2012
		Concrete, QC/QA of		
		Concrete Mixtures and		
		Placing and Consolidating		
	OL ALL DO ALL OWN-	- Concrete	4 0040	
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	Articles 407.09, 407.12,	April 1, 2002	Jan. 1, 2007
	portion will remain a special provision and will now be called "Surface Testing of HMA Overlays".)	420.10, 420.20, and 1101.10		
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:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation

- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days

Bikeway – Geneva Spur G-W Connector Section No.: 00-00064-00-BT Project No.: M8003(060)

Job No.: C-91-241-01 Contract No.: 63730

### STATE OF ILLINOIS

### **SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012; "Supplemental Specifications and Recurring Special Provisions"; "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", latest edition; "Manual of Test Procedures for Materials" in effect on the date of invitation for bids; "Standard Specifications for Water and Sewer Main Construction in Illinois", latest edition; American Water Works Association (AWWA); Environmental Regulations for the State of Illinois; Title 35 of the Illinois Administrative Code; City Ordinances; City's Material List; and the City of West Chicago requirements for utility construction, which apply to and govern the proposed improvement designated as:

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> Job No.: C-91-241-01 Contract No.: 63730

In case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **LOCATION OF PROJECT**

The project is located within the City of West Chicago between the Geneva Spur of the Illinois Prairie Path and the Great Western Trail. The improvements begin at the intersection of Yale Street and the Illinois Prairie Path and follow the alignment of Arbor Avenue for a net and gross length of 6,718 feet (1.27 miles) to the northeast ending at the Great Western Trail immediately west of IL-Route 59.

### DESCRIPTION OF PROJECT

The work consists of the construction of 10-foot and 8-foot wide hot-mix asphalt trails, and the project also includes all the incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

### TRAFFIC CONTROL PLAN

Effective: September 30, 1985 Revised: January 1, 2007

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.

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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:

701501, 701701, 701801, 701901

**DETAILS:** 

N/A

SPECIAL PROVISIONS:

Recurring Local Roads #3, Work Zone Traffic Control Recurring Local Roads #4, Flaggers in Work Zones

Maintenance of Roadways

### MAINTENANCE OF ROADWAYS

Effective: September 30, 1985 Revised: November 1, 1996

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 (630-388-2362) Natural Gas Pipeline (Greg Smith (303) 914-7848)	Gas Gas	Underground Underground	N/A N/A
Oneok North System (580) 395-2377	Gas	Underground	N/A

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Enbridge Energy (Mike Price (219) 922-3133 x27015)	Gas	Underground	N/A
ComEd (Joe Stacho (630) 576-7094)	Electric	Overhead	May 2013 STA. 106+18, 1.0' RT. STA. 116+54, 2.9' RT. STA. 118+50, 4.5' RT. STA. 120+51, 3.1' RT. STA. 122+69, 3.7' RT. STA. 124+55, 5.1' RT.
A TO 0 TO (COO) 5500 5450	m 1 1	TT 1 . 1	STA. 127+00, 11.1' RT.
AT&T (630) 573-5450 City of West Chicago	Telephone Water /	Underground Underground	N/A N/A
(Rob Flatter (630) 293- 2255 x502)	Sewer		
Comcast (Martha Gieras (630) 600-6352	Cable TV	Underground	N/A
Winfield Township Road District (Joe	Sewer	Underground	N/A
Jedlovec (630) 231-8850 Wide Open West (Paul Flinkow (630) 536- 3139)	Comm.	Underground	N/A
Level 3 Communications (877) 366-8344	Comm.	Underground	N/A
Abovenet (Tim Payment (630) 203-8003)	Comm.	Underground	N/A
Paetec (Mark Mills (217) 876-7194 x240)	Comm.	Underground	N/A
Redspeed Illinois (Jose Chavez (630) 317-5700)	Comm.	Underground	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.

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

Effective: November 1, 2012 Revise: January 1, 2013

Revise Section 1031 of the Standard Specifications to read:

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### RECLAIMED ASPHALT PAVEMENT AND RECLAIMED ASPHALT SHINGLES

1031.01 Description. Reclaimed asphalt pavement and reclaimed asphalt shingles shall be according to the following.

- (a) Reclaimed Asphalt Pavement (RAP). RAP is the material resulting by cold milling or crushing 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.
- (b) Reclaimed Asphalt Shingles (RAS). Reclaimed asphalt shingles (RAS). RAS is from the processing and grinding of preconsumer or post-consumer shingles. RAS shall be a clean and uniform material with a maximum of 0.5 percent unacceptable material, as defined in Bureau of Materials and Physical Research Policy Memorandum "Reclaimed Asphalt Shingle (RAS) Sources", by weight of RAS. All RAS used shall come from a Bureau of Materials and Physical Research approved processing facility where it shall be ground and processed to 100 percent passing the 3/8 in. (9.5 mm) sieve and 90 percent passing the #4 (4.75 mm) sieve. RAS shall meet the testing requirements specified herein. In addition, RAS shall meet the following Type 1 or Type 2 requirements.
  - (1) Type 1. Type 1 RAS shall be processed, preconsumer asphalt shingles salvaged from the manufacture of residential asphalt roofing shingles.
  - (2) 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. RAP and RAS stockpiles shall be according to the following.
- (a) RAP Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP shall be added to the pile after the pile has been sealed. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and Processed FRAP) shall be identified by signs indicating the type as listed below (i.e. "Non- Quality, FRAP -#4 or Type 2 RAS", etc...).
  - (1) Fractionated RAP (FRAP). FRAP shall consist of RAP from Class I, Superpave HMA (High and Low 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 sized into fractions with the separation occurring on or between the #4 (4.75 mm) and 1/2 in. (12.5 mm) sieves. Agglomerations shall be minimized such that 100 percent of the RAP in the coarse fraction shall pass the maximum sieve size specified for the mix the RAP will be used in.
  - (2) 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

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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.

- (3) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I, Superpave HMA (High and Low 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.
- (4) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP from 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 round but shall be at least D quality. This RAP may have an inconsistent gradation and/or asphalt binder content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department.
- (5) 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.

(b) RAS Stockpiles. The Contractor shall construct individual, sealed RAS stockpiles meeting one of the following definitions. No additional RAS shall be added to the pile after the pile has been sealed. Type 1 and Type 2 RAS shall be stockpiled separately and shall be sufficiently separated to prevent intermingling at the base. 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 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 three years.

1031.03 Testing. RAP/FRAP and RAS testing shall be according to the following.

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(a) RAP/FRAP Testing. When used in HMA, the RAP/FRAP shall be sampled and tested either during processing or after stockpiling.

- (1) During Stockpiling. For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 500 tons (450 metric tons) for the first 2000 tons (1800 metric tons) and one sample per 2000 tons (1800 metric tons) thereafter. A minimum of five tests shall be required for stockpiles less than 4000 tons (3600 metric tons).
- (2) After Stockpiling. For testing after stockpiling, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP/FRAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to obtain representative samples throughout the pile for testing.

Before extraction, each field sample whether 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.

(b) RAS Testing. RAS shall be sampled and tested either during or after stockpiling.

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 tons (900 metric tons) thereafter. A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). Once a  $\leq$  1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be stockpiled in a separate working pile as designated in the Quality Control plan and only added to the sealed stockpile when the test results of the working pile are complete and are found to meet the tolerances specified herein for the original sealed RAS stockpile.

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

### 1031.04 Evaluation of Tests. Evaluation of tests results shall be according to the following.

(a) Evaluation of RAP/FRAP Test Results. All of the extraction results shall be compiled and averaged for asphalt binder content and gradation and, when applicable (for slag) G<sub>mm</sub>. 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

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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>	± 0.03 <sup>2/</sup>	

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

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAP/FRAP shall not be used in HMA unless the RAP/FRAP representing the failing tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

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

(b) Evaluation of RAS Test Results. All of the test results, with the exception of percent unacceptable materials, shall be compiled and averaged for asphalt binder content and gradation. Individual test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	RAS
No. 8 (2.36 mm)	± 5 %
No. 16 (1.18 mm)	± 5 %
No. 30 (600 μm)	± 4 %
No. 200 (75 μm)	± 2.0 %
Asphalt Binder Content	± 1.5 %

If more than 20 percent of the individual sieves and/or asphalt binder content tests are out of the above tolerances, the RAS shall not be used in Department projects 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.

### 1031.05 Quality Designation of Aggregate in RAP/FRAP.

(a) RAP. The aggregate quality of the RAP for homogenous, conglomerate, and conglomerate "D" quality stockpiles shall be set by the lowest quality of coarse aggregate in the RAP stockpile and are designated as follows.

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(1) RAP from Class I, Superpave (High ESAL)/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.

- (2) RAP from Superpave (High 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)/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) FRAP. 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 as follows. Fractionated RAP stockpiles containing plus #4 (4.75 mm) sieve coarse aggregate shall have a maximum tonnage of 5,000 tons (4,500 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.

1031.06 Use 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.

- (a) RAP/FRAP. The use of RAP/FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all RAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. RAP/FRAP 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) mixtures regardless of lift or mix type.
  - (3) Use in HMA Surface Mixtures (High and Low ESAL). RAP/FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B

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quality or better. RAP/FRAP shall be considered equivalent to limestone for frictional considerations unless produced/screened to minus 3/8 inch.

- (4) 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.
- (5) Use in Shoulders and Subbase. RAP/FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be RAP, Restricted FRAP, conglomerate, or conglomerate DQ.
- (b) RAS. RAS meeting Type 1 or Type 2 requirements will be permitted in all HMA applications as specified herein.
- (c) RAP/FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with RAP or FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When the Contractor chooses the RAP option, the percentage of 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/, 2/	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	
4.75 mm N-50			15	
SMA N-80			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

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constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.

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	
4.75 mm N-50	·		25	
SMA N-80			15	

- 1/ For HMA "All Other" (shoulder and stabilized subbase) N-30, the percent asphalt bider 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). When constructing full depth HMA and the ABR is less than 15 percent, the required virgin asphalt binder grade shall be PG64-28.
- 3/ When the ABR for SMA is 15 percent or less, the required virgin asphalt binder grade shall be SBS PG76-22.
- 4/ When the ABR for IL-4.75 mix is 15 percent or less, the required virgin asphalt binder grade shall be SBS PG76-22. When the ABR for the IL-4.75 mix exceeds 15 percent, the virgin asphalt binder grade shall be SBS 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

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HMA Mixtures 1/, 2/	Level 2 - Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified <sup>3/, 4/</sup>
30L	50	40	30
50	40	35	30
70	40	30	30
90	40	30	30
105	40	30	30
4.75 mm N-50			40
SMA N-80			30

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/ When the ABR for SMA is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22. When the ABR for SMA exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28.

4/ When the ABR for IL-4.75 mix is 15 percent or less, the required virgin asphalt binder grade shall be SBS PG76-22. When the ABR for the IL-4.75 mix exceeds 15 percent, the virgin asphalt binder grade shall be SBS PG70-28.

1031.07 HMA Mix Designs. At the Contractor's option, HMA mixtures may be constructed utilizing RAP/FRAP and/or RAS material meeting the above detailed requirements.

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
PG52-XX	10,000	12.5
PG46-XX	10,000	12.5

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

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

1031.08 HMA Production. All HMA mixtures shall be sampled within the first 500 tons (450 metric 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 the Illinois Modified AASHTO T 324 and shall meet the requirements specified herein. Mix production shall not exceed 1500 tons (1350 metric tons) or one day's production, whichever comes first, until the testing is completed and the mixture is found to be in conformance. The requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a 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.

- (a) RAP/FRAP. The coarse aggregate in all RAP/FRAP used shall be equal to or less than the maximum size requirement for the HMA mixture being produced.
- (b) RAS. RAS shall be incorporated into the HMA mixture either by a separate weight depletion system or by using the RAP weigh belt. Either feed system shall be interlocked with the aggregate feed or weigh system to maintain correct proportions for all rates of production and batch sizes. The portion of RAS shall be controlled accurately to within ± 0.5 percent of the amount of RAS utilized. When using the weight depletion system, flow indicators or sensing devices shall be provided and interlocked with the plant controls such that the mixture production is halted when RAS flow is interrupted.
- (c) RAS, RAP and FRAP. HMA plants utilizing RAS, RAP and FRAP shall be capable of automatically recording and printing the following information.
  - (1) Dryer Drum Plants.
    - a. Date, month, year, and time to the nearest minute for each print.
    - b. HMA mix number assigned by the Department.
    - c. Accumulated weight of dry aggregate (combined or individual) in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - d. Accumulated dry weight of RAS, RAP and FRAP in tons (metric tons) to the nearest 0.1 ton (0.1 metric ton).
    - e. Accumulated mineral filler in revolutions, tons (metric tons), etc. to the nearest 0.1 unit.

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- f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
- g. Residual asphalt binder in the RAS, RAP and FRAP material as a percent of the total mix to the nearest 0.1 percent.
  - h. Aggregate RAS, RAP and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS, RAP and FRAP are printed in wet condition.)
- i. When producing mixtures with FRAP and/or RAS, a positive dust control system shall be utilized.
- j. Accumulated mixture tonnage.
- k. Dust Removed (accumulated to the nearest 0.1 ton)
- (2) Batch Plants.
  - a. Date, month, year, and time to the nearest minute for each print.
  - b. HMA mix number assigned by the Department.
  - c. Individual virgin aggregate hot bin batch weights to the nearest pound (kilogram).
  - d. Mineral filler weight to the nearest pound (kilogram).
  - f. RAS, RAP and FRAP weight to the nearest pound (kilogram).
  - g. Virgin asphalt binder weight to the nearest pound (kilogram).
  - h. 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.

- 1031.09 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-

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graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

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

Effective: May 1, 2007 Revised: January 1, 2012

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.

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

Effective: November 1, 2011

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  $\pm$  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.

### EARTHWORK

The following clarifications are based upon the soil borings and site visits to the project area.

The volume of earth excavation is 3,272 cubic yards. Based upon the soil borings, it is estimated that approximately 620 cubic yards of earth excavation will be used as topsoil throughout the project. This will not be paid for separately but will be included in the cost of EARTH EXCAVATION. At the discretion of the Engineer, additional topsoil required to complete restoration shall be paid for as TOPSOIL FURNISH AND PLACE 6". Also included in the cost of EARTH EXCAVATION will be establishing the ditch lines to the grades shown on the plans.

### WOOD POST AND RAIL FENCE

Description:

This work shall consist of furnishing and installing a wood post and rail fence in accordance with applicable portions of Sections 507 and 641 of the Standard Specifications, only at locations as directed by the Engineer.

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The posts and rails shall comply with the requirements of Section 1007 of the Standard Specifications for No. 1 Dense SR 1550 F for southern pine or No. 1 Dense 1400 F for Douglas fir. All lumber shall be sound and free from excessive splitting or deterioration. Dimensions shown on the plans are for surfaced (S4S) lumber. All wood used for posts and rails shall be treated with ACA or CCA according to Article 1007.12, Miscellaneous Lumber for Human Contact. After erection of the fence, the Contractor shall apply two (2) coats of a commercially available water seal for treated lumber meeting the approval of the Engineer.

Hardware shall include all necessary fasteners and appurtenances for construction of the fence and shall be according to Article 1006.17. Any concrete foundations, if required, to stabilized the posts shall not be paid for separately but shall be considered included in the cost of this pay item.

Wooden fence construction shall conform to the applicable portions of Sections 507 and 641 of the Standard Specifications. The backfill for posts shall be CA 6, CA 10, or CA 12 aggregate according to Article 1004.01. Backfill shall be thoroughly compacted, meeting the approval of the Engineer.

The wood posts and rail fence will be measured for payment in feet along the top of the fence from center to center of end posts.

### Basis of Payment:

This work will be paid for at the contract unit price, per foot, for WOOD POST AND RAIL FENCE, which price shall include all equipment, materials and labor required to complete the work as specified herein.

### SAWCUTTING

Unless otherwise indicated in the Special Provisions, sawcutting operations associated with the conduct of the project shall be considered incidental to the work item being performed. The Contractor will sawcut for all items to be removed or installed. The Contractor shall be responsible for removing the residue created by sawcutting operations in a manner acceptable to the Engineer. The resulting surface shall be sufficiently clean so that no tracking of residue by vehicles or pedestrians occurs.

### CURB AND GUTTER

**Description**. This work shall consist of all labor, equipment and materials required to construct concrete curb and gutter at the locations shown and per the detail in the plans and these specifications.

Construction Requirements. This work shall be done in accordance with the requirements of Section 606 of the IDOT Standard Specifications for Road and Bridge Construction (SSRBC).

Basis of Payment. This work shall be paid at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER of the type specified, which price will include saw cutting, excavation, concrete, aggregate, tie bars, concrete base course and HMA pavement as required where

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installing adjacent to existing pavement and all other work necessary to perform the work as specified herein.

# TAPPING VALVES AND SLEEVES 12"

**Description.** This work consists of inserting a water valve on existing water main under normal working pressure. The live pressure insertion shall be performed by TRINE Municipal Services, LLC, a licensed installer for TEAM InsertValve<sup>TM</sup>, or approval equal.

This item shall be performed in accordance with the applicable portions of Section 561 of the Standard Specifications and with the applicable portions of Section 41 of the Standard Specifications for Water and Sewer Main Construction in Illinois except as modified herein.

Materials. The materials shall be in accordance with the applicable portions of Section 561 with the following exceptions:

- 1. At a minimum, all gate valves shall, in design, material and workmanship, conform to the standards of the latest AWWA C515 and AWWA C509 and be rated for 250 psi working pressure.
- 2. Manufacturer The water valves shall be TEAM InsertValve<sup>TM</sup> resilient wedge gate valve type, or approved equal, suitable for ordinary water-works services, intended to be installed in a normal position on buried pipe lines for water distribution systems.
- 3. Type The resilient-seated disc wedge shall be of the resilient wedge fully-supported type, which seats on the valve body, not the pipe bottom. Solid guide lugs shall travel within channels in the body of the valve. The disc and guide lugs shall be fully 100% encapsulated with a triple O-ring SBR (styrene butadiene) rubber seal. Disc wedges that are not 100% fully encapsulated shall not be acceptable.
- 4. Hardware All trim bolts shall be 304 series stainless steel.
- 5. Coating All internal and external exposed ferrous surfaces of the gate valve shall be coasted with a fusion-bonded, thermosetting powder epoxy coating conforming to AWWA C550 and certified to NSF 61. Coating shall be non-toxic and shall impart no tasted to water. Coating thickness shall be nominal 10 mils.
- 6. End Connections End connection of gate valves shall consist of split flange megalug mechanical joint restraining glands.

All gate valves and butterfly valves are to be installed in concrete valve vaults as described in Appendix A.

**Construction Requirements.** The CONTRACTOR is to verify general limits with the ENGINEER in which this item is to be used. The exact location of this valve and pipe measurements are to be verified in the field at the time of construction. This work is considered included in the cost of this item.

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Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for TAPPING VALVES AND SLEEVES 12". This price shall include the cost of all labor, materials and equipment necessary to furnish and install the gate valve in a valve vault, as detailed in these specifications and to the satisfaction of the ENGINEER except that valve vaults shall be paid for separately for VALVE VAULTS, of the type and size specified.

# FIRE HYDRANTS TO BE REMOVED

**Description.** This works consists of furnishing equipment, labor, tools and materials necessary for the removal and satisfactory disposal of existing fire hydrants, along with their associated auxiliary valves and valve boxes as shown in the plans and in accordance with the applicable requirements of Section 564 of the Standard Specifications for Road and Bridge Construction. For the fire hydrant located along Arbor Avenue around STA. 116+48, this work includes the removal and disposal of the two bollards as shown in the plans. This work shall also include capping and sealing the existing 6" water pipe, located between the auxiliary valve and water main.

Method of Measurement and Basis of Payment. This item shall be paid for at the contract unit price each for FIRE HYDRANTS TO BE REMOVED, which price shall include the cost of all labor, materials, and equipment necessary to remove and dispose of the fire hydrant, auxiliary valve, and valve box to the satisfaction of the ENGINEER.

# FIRE HYDRANTS WITH AUXILIARY VALVE AND VALVE BOX

**Description.** This work consists of furnishing and installing a fire hydrant with auxiliary valve and valve box on an existing water main at locations shown in the plans. As a minimum, the design, materials and workmanship of all fire hydrants shall conform to the applicable portions of AWWA C502 as well as Section 45 of the Water and Sewer Specifications. The details and notes for materials and installation are provided in Appendix A.

Materials. All fire hydrants shall be Waterous Pacer 250 or East Jordan 5BR with 304 stainless steel trim, or approved equal with break away traffic flange painted chrome yellow and installed no more than 2" above finished grade. The depth of bury on all hydrants shall be as required to avoid vertical bends in the hydrant lead, and 6.0' minimum. All fire hydrants shall be a flanged or mechanical joint connection and rubber gasket. All hydrants installed on 12" or larger water main shall be installed on locking hydrant tees where available. All MJ fitting shall require Megalugs, hydrant paint shall be Sherwin Williams Brand, Industrial Urethane Alkyd Enamel, Series B54-150, Safety Yellow or approved equal. All fire hydrants shall be equipped with an attached auxiliary valve and cast iron valve box. Auxiliary valve boxes shall be East Jordan Series 8550 or Tyler 6580 Series or approved equal. The auxiliary valve shall be in accordance with the material descriptions located in Appendix A. The water main from the hydrant to the water main shall be a six (6) inch ductile iron water pipe. The valve boxes shall be the adjustable type, shall be set at finished grade, and shall have the valve box cover stamped "Water".

General. Fire hydrants shall be placed at the locations as shown on the plans or as otherwise directed by the ENGINEER. A minimum of 2 cubic yards of coarse aggregate shall be placed at and around the

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base of the hydrant to ensure proper drainage of the hydrant after use. The hydrant shall be set on a concrete block to ensure firm bearing for the hydrant base. Valve box stabilizers shall be provided on all fire hydrants. Valve box stabilizers shall be East Jordan No. 98725, Adapter Inc. rubber doughnuts, or approved equal. All fire hydrants will be inspected by the City of West Chicago prior to any backfilling.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for FIRE HYDRANTS WITH AUXILIARY VALVE AND VALVE BOX, which price shall include the cost of all labor, materials, and equipment necessary to install the fire hydrant with auxiliary valve and valve box, tee or locking hydrant tee, new stainless steel bolts, and 6" ductile iron pipe extension connecting the hydrant to the water main, the foregoing specifications and to the satisfaction of the ENGINEER.

# DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED

**Description.** This work shall be performed in accordance with the requirements of Section 565 of the Standard Specifications. Domestic water service boxes will be adjusted at the locations shown on the plans and as directed by the ENGINEER. The top of box shall be adjusted and set flush with the proposed ground surface grade using riser sections, adapters, and threaded couplings as necessary. This work shall include all required excavation to make the adjustment described herein. This work shall not include replacement of the corporation stop, water service line, or curb stop.

Method of Measurement and Basis of Payment. This work will be paid for at the contract unit price each for DOMESTIC WATER SERVICE BOXES TO BE ADJUSTED, which price shall include all labor, equipment and materials necessary to perform the work as herein specified.

## RELOCATE EXISTING CONTROLLER BOX

**Description:** This work shall consist of all labor, equipment and material necessary to remove and relocate an existing lighting controller box to the location shown in the plans. This work shall include any new conduit, wiring and concrete foundation required.

Basis of Payment: This work shall be paid for at the contract unit price per each RELOCATE EXISTING CONTROLLER BOX which price will include all work as specified herein.

# STRUCTURES TO BE ADJUSTED/RECONSTRUCTED

This work shall consist of the removal and disposal of the existing frame and lid/grate; installation of the applicable new frame and lid/grate; all labor, equipment and material required to adjust or reconstruct manholes, catch basins and inlets, and valve vaults in accordance with Section 602 of the Standard Specifications. This item will include all excavation, concrete and trench backfill.

This work shall be paid for at the contract unit price per each DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED and DRAINAGE & UTILITY STRUCTURES TO BE RECONSTRUCTED.

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# HOT-MIX ASPHALT DRIVEWAY PAVEMENT

**Description:** This work shall consist of all labor, equipment and material necessary to construct a bituminous driveway (3" Hot-Mix Asphalt Surface Course Mix "D" N50 over 6" aggregate base) in accordance with the details in the plans and the Standard Specifications. This work shall include any earth excavation, *storage and reuse of existing aggregate* and aggregate base required.

Basis of Payment: This work shall be paid for at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT 9".

# DRIVEWAY PAVEMENT REMOVAL/SIDEWALK REMOVAL

**Description:** This work shall consist of the removal and satisfactory disposal of all existing driveway pavement, sidewalk as per the applicable portions of Section 440 of the IDOT Standard Specifications and as shown on the Plans or as directed by the Engineer.

Driveway pavement removal shall extend up to the edge of the adjacent sidewalk unless shown differently on the Plans.

The existing sidewalk shall be saw cut full depth along the existing contraction joints. If additional sidewalk is removed or damaged due to negligence on the part of the Contractor, the additional quantity of sidewalk removal and replacement will not be measured for payment and shall be done at the Contractor's expense.

Any damage to private driveways shall be repaired at the Contractor's expense. Extent of any repair required shall be determined by the Engineer.

Basis of Payment: This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL, and per square foot for SIDEWALK REMOVAL, which prices shall be payment in full for furnishing all materials, labor and equipment necessary for the completion of this work including sawcutting.

# PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT

**Description:** This item shall consist of the construction of driveway pavements as per detail and at locations shown on the Plans or as directed by the Engineer. This item shall include all earth excavation required to construct the proposed driveway.

The driveway shall be constructed on an aggregate base consisting of a 4-inch (minimum) thickness of compacted CA-6 on a dry natural or compacted subgrade. Residential driveways shall have a minimum thickness of 6 inches.

A Type A final finish will be required when the grade is 8% or more as specified in Article 420.09 (e) of the IDOT Standard Specifications.

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For PCC DRIVEWAY PAVEMENT SPECIAL, the concrete shall meet the requirements of Article 1020 of the IDOT Specifications for Class PV Portland cement concrete and reinforced with fiber mesh additive.

Fiber mesh shall be uniformly dispersed in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb/cu. yd.

Synthetic fiber shall be fibrillated polypropylene fibers engineered and designed for use in concrete, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long. Subject to compliance with requirements, products that may be incorporated into the Work include but are not limited to the following:

- 1. Fibrasol F; Axim Concrete Technologies
- 2. Fibermesh; Fibermesh, Division Of Synthetic Industries
- 3. Forta; Forta Corporation
- 4. Grace Fibers; W. R. Grace & Co., Construction Products Division

Formwork for PCC Driveway Pavement shall be a minimum of 2x6. No 2x4 forms will be allowed during construction.

Basis of Payment: This work will be paid for at the contract unit price per square yard for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT SPECIAL, of the thickness specified, which shall include payment for earth excavation, aggregate base, fiber mesh additive and all work specified herein.

# REMOVE AND REINSTALL ITEMS

**Description:** This work shall consist of all labor, equipment and materials required to remove, store and reinstall existing fences and signs as shown on the plans. Any damage to the fences or signs will be replaced at the contractor's expense.

Basis of Payment: This work shall be paid for at the contract unit price per foot for FENCE TO BE REMOVED AND RE-ERECTED and per each REMOVE AND RELOCATE SIGN (SPECIAL) which price will include any excavation, stone or concrete footing required.

# WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE

<u>Description</u>: This work shall consist of spreading a pre-emergent granular herbicide in areas as shown on the plans or as directed by the Engineer. This item will be used in mulched plant beds and mulch rings.

<u>Materials</u>: The pre-emergent granular herbicide (Snapshot 2.5 TG or equivalent) shall contain the chemicals Trifluralin 2% active ingredient and Isoxaben with 0.5% active ingredient. The herbicide label shall be submitted to the Engineer for approval at least seventy-two (72) hours prior to application.

<u>Method</u>: The pre-emergent granular herbicide shall be used in accordance with the manufacturer's directions on the package. The granules are to be applied prior to mulching.

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Apply the granular herbicide using a drop or rotary-type designed to apply granular herbicide or insecticides. Calibrate application equipment to use according to manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly. Do not use spreaders that apply material in narrow concentrated bands. Avoid skips or overlaps as poor weed control or crop injury may occur. More uniform application may be achieved by spreading half of the required amount of product over the area and then applying the remaining half in swaths at right angles to the first. Apply the granular herbicide at the rate of 100 lbs/acre (112 kg/ha) or 2.3 lbs/1000 sq. ft. (11.2 kg/1000 sq. meters).

<u>Method of Measurement</u>: Pre-emergent granular herbicide will be measured in place in Pounds (Kilograms) of Pre-emergent Granular Herbicide applied. Areas treated after mulch placement shall not be measured for payment.

<u>Basis of Payment</u>: This work will be paid for at the contract unit price per pound (kilogram) of WEED CONTROL, PRE-EMERGENT GRANULAR HERBICIDE which price shall include all materials, equipment, and labor necessary to complete the work as specified.

# PROTECTION OF EXISTING TREES

The Contractor shall be responsible for taking measures to minimize damage to the tree limbs, tree trunks, and tree roots at each work site. All such measures shall be included in the contract price for other work except that payment will be made for TEMPORARY FENCE, TREE ROOT PRUNING, and TREE PRUNING.

All work, materials and equipment shall conform to Section 201 and 1081 of the Standard Specifications except as modified herein.

- A. Earth Saw Cut of Tree Roots (Root Pruning):
  - 1. Whenever proposed excavation falls within a drip-line of a tree, the Contractor shall:
    - a. Root prune 6-inches behind and parallel to the proposed edge of trench a neat, clean vertical cut to a minimum depth directed by the Engineer through all affected tree roots.
    - b. Root prune to a maximum width of 4-inches using a "Vermeer" wheel, or other similar machine. Trenching machines will not be permitted.
    - c. Exercise care not to cut any existing utilities.
    - d. If during construction it becomes necessary to expose tree roots which have not been precut, the Engineer shall be notified and the Contractor shall provide a clean, vertical cut at the proper root location, nearer the tree trunk, as necessary, by means of hand-digging and trimming with chain saw or hand saw. Ripping, shredding, shearing, chopping or tearing will not be permitted.

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e. Top Pruning: When thirty percent (30%) or more of the root zone is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

- 2. Whenever curb and gutter is removed for replacement, or excavation for removal of or construction of a structure is within the drip line/root zone of a tree, the Contractor shall:
  - a. Root prune 6-inches behind the curbing so as to neatly cut the tree roots.
  - b. Depth of cut shall be 12 inches for curb removal and replacement and 24 inches for structural work. Any roots encountered at a greater depth shall be neatly saw cut at no additional cost.
  - c. Locations where earth saw cutting of tree roots is required will be marked in the field by the Engineer.
- 3. All root pruning work is to be performed through the services of a licensed arborist to be approved by the Engineer.

Root pruning will be paid for at the contract unit price each for TREE ROOT PRUNING, which price shall be payment for all labor, materials and equipment.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

# B. Temporary Fence:

- 1. The Contractor shall erect a temporary fence around all trees within the construction area to establish a "tree protection zone" before any work begins or any material is delivered to the jobsite. No work is to be performed (other than root pruning), materials stored or vehicles driven or parked within the "tree protection zone".
- 2. The exact location and establishment of the "tree protection zone" fence shall be approved by the Engineer prior to setting the fence.
- 3. The fence shall be erected on three sides of the tree at the drip-line of the tree or as determined by the Engineer.
- 4. All work within the "tree protection zone" shall have the Engineer's prior approval. All slopes and other areas not regarded should be avoided so that unnecessary damage is not done to the existing turf, tree root system ground cover.
- 5. The grade within the "tree protection zone" shall not be changed unless approved by the Engineer prior to making said changes or performing the work.

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The fence shall be similar to wood lath snow fence (48 inches high), plastic poly-type or and other type of highly visible barrier approved by the Engineer. This fence shall be properly maintained and shall remain up until final restoration, unless the Engineer directs removal otherwise. Tree fence shall be supported using T-Post style fence posts. **Utilizing re-bar as a fence post will not be permitted.** 

Temporary fence will be paid for at the contract unit price per foot for TEMPORARY FENCE, which price shall include furnishing, installing, maintaining, and removing.

# C. Tree Limb Pruning:

- 1. The Contractor shall inspect the work site in advance and arrange with the Roadside Development Unit (847.705.4171) to have any tree limbs pruned that might be damaged by equipment operations at least one week prior to the start of construction. Any tree limbs that are broken by construction equipment after the initial pruning must be pruned correctly within 72 hours.
- 2. Top Pruning: When thirty percent (30%) or more of the root zone of a tree is pruned, an equivalent amount of the top vegetative growth or the plant material shall be pruned off within one (1) week following root pruning.

Tree limb pruning will be paid for at the contract unit price per each for TREE PRUNING (1 TO 10 INCH DIAMETER) and/or TREE PRUNING (OVER 10 INCH DIAMETER), which price shall included labor, materials, and equipment.

# D. Removal of Driveway Pavement and Sidewalk:

- 1. In order to minimize the potential damage to the tree root system(s), the Contractor will not be allowed to operate any construction equipment or machinery within the "tree protection zone" located between the curb or edge of pavement and the right-of-way property line.
- 2. Sidewalk to be removed in the areas adjacent to the "tree protection zones" shall be removed with equipment operated from the street pavement. Removal equipment shall be Gradall (or similar method), or by hand or a combination of these methods. The method of removal shall be approved by the Engineer prior to commencing any work.
- 3. Any pavement or pavement related work that is removed shall be immediately disposed of from the area and shall not be stockpiled or stored within the parkway area under any circumstances.

# E. Backfilling:

1. Prior to placing the topsoil and/or sod, in areas outside the protection zone, the existing ground shall be disked to a depth no greater than one (1"), unless

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otherwise directed by the Engineer. No grading will be allowed within the dripline of any tree unless directed by the Engineer.

# F. Damages:

1. In the event that a tree not scheduled for removal is injured such that potential irreparable damage may ensure, as determined by the Roadside Development Unit, the Contractor shall be required to remove the damage tree and replace it on a three to one (3:1) basis, at his own expense. The Roadside Development Unit will select replacement trees from the pay items already established in the contract.

The Contractor shall place extreme importance upon the protection and care of trees and shrubs which are to remain during all times of this improvement. It is of paramount importance that the trees and shrubs which are to remain are adequately protected by the Contractor and made safe from harm and potential damage from the operations and construction of this improvement. If the Contractor is found to be in violation of storage or operations within the "tree protection zone" or construction activities not approved by the Engineer, a penalty shall be levied against the Contractor with the monies being deducted from the contract. The amount of the penalty shall be two hundred fifty dollars (\$250.00) per occurrence per day.



# Storm Water Pollution Prevention Plan

Route	Bikeway - Geneva Spur G-W Connector	Marked Rte.	N/A
Section	00-00064-00-BT	Project No.	M8003 (060)
County	DuPage	Contract No.	63730
Permit No	has been prepared to comply with the provisions of b. ILR10 (Permit ILR10), issued by the Illinois Enviro	the National Pollut	ant Discharge Elimination System (NPDES) Agency (IEPA) for storm water discharges
accordand submitted gathering am aware	under penalty of law that this document and all attace with a system designed to assure that qualified. Based on my inquiry of the person or persons who the information, the information submitted is, to the be that there are significant penalties for submitting falsing violations.	personnel proper manage the systems of my knowledge	ly gathered and evaluated the information m, or those persons directly responsible for ge and belief, true, accurate and complete.
	Doug Nooden		LIV.
	Print Name	12/17	Signature
	Assistant City Engineer	12/17	/ IC
	Title	1	Date
	The City of West Chicago		

# I. Site Description:

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

The project area is located within the City of West Chicago. The proposed trail lies within Sections, 2 and 3 in Winfield Township and 34 and 35 of Wayne Township in DuPage County. The project area lies within the right-of-way of Yale Street, National Street, Arbor Ave, Charlestowne Dr, and Kings Cross in West Chicago, IL.

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

The proposed improvements of the project consists of construction of a bike trail within the R.O.W. of the above mentioned streets.

C. Provide the estimated duration of this project:

Agency

2 months

D. The total area of the construction site is estimated to be 3.08 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 3.08 acres.

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

0.60

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

152A—Drummer silty clay loam, 0% to 2% slopes

206A-Thorp silt loam, 0% to 2% slopes

323C2—Casco loam, 4% to 6% slopes

323D2—Casco loam, 6% to 12% slopes

327B-Fox silt loam, 2% to 4% slopes

330A—Peotone silty clay loam, 0% to 2% slopes 523A—Dunham silty clay loam, 0% to 2% slopes 530B—Ozaukee silt loam, 2% to 4% slopes 530C2—Ozaukee silt loam, 4% to 6% slopes 530D3—Ozaukee silt loam, 6% to 12% slopes, sev. eroded 696B—Zurich silt loam, 2% to 4% slopes 696C2—Zurich silt loam, 4% to 6% slopes 687A—Wauconda silt loam, 0% to 2% slopes 854B—Markham-Askum-Beacher complex, 1% to 6% slopes 903A—Muskego and Houghton mucks, 0% to 2% slopes 969F—Casco—Rodman complex, 20% to 30% slopes
Provide an aerial extent of wetland acreage at the site:
 The design/project report, hydraulic report or plan documents, hereby incorporated by reference, contain site maps indicating the limits of the wetlands near the project site.
Provide a description of potentially erosive areas associated with this project:
N/A
The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):
The design/project report, hydraulic report or plan documents, hereby incorporated by reference, contain site maps indicating drainage patterns, areas of major soil disturbance, the location of major structural and nonstructural controls identified in the plans, the location of areas where stabilization practices are expected to occur and surface waters (including wetlands).
See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
Identify who owns the drainage system (municipality or agency) this project will drain into:
West Chicago
The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:
The project is tributary to the Kress Creek, which is tributary to the West Branch of the DuPage River.
Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.
Disturbance to the site is limited to the the proposed path footprint. Specimen trees are delineated with tree protection fence.
The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
Floodplain Wetland Riparian Threatened and Endangered Species Historic Preservation 303(d) Listed receiving waters for suspended solids, turbidity, or siltation Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation Applicable Federal, Tribal, State or Local Programs Other
1. 303(d) Listed receiving waters (fill out this section if checked above):

G.

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K.

L.

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N.

		a.	The name(s) of the listed water body, and identification of all pollutants causing impairment:
		b.	Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
		C.	Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
		d.	Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
	2.	ТМГ	DL (fill out this section if checked above)
		a. ·	The name(s) of the listed water body:
		b.	Provide a description of the erosion and sediment control strategy that will be incorporated into the site design that is consistent with the assumptions and requirements of the TMDL:
		C.	If a specific numeric waste load allocation has been established that would apply to the project's discharges, provide a description of the necessary steps to meet that allocation:
Ο.	The f	ollowi	ng pollutants of concern will be associated with this construction project:
		Con Con Soli Pair Solv	Sediment  crete  Crete Truck Waste  Crete Curing Compounds  d Waste Debris  crets  Crete Curing Compounds  D Other (specify)  Other (specify)
Con	trols:		
			ne plan addresses the controls that will be implemented for each of the major construction activities above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor

#### II.

will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10. Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

#### **Erosion and Sediment Controls**

Stabilized Practices: Provided below is a description of interim and permanent stabilization practices, 1 including site specific scheduling of the implementation of the practices. Site plans will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized. Stabilization practices may include but are not limited to: temporary seeding, permanent seeding, mulching, geotextiles, sodding, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures. Except as provided below in II(A)(1)(a) and II(A)(3), stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than seven (7) days after the construction activity in that portion of the site has temporarily or permanently ceases on all disturbed portions of the site where construction will not occur for a period of fourteen (14) or more calendar days.

Where the initiation of stabilization measures by the seventh day after construction activity temporarily or permanently ceases is precluded by snow cover, stabilization measures shall be initiated as soon as

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	The following stabilization practices will be used	for this	s project:
	<ul> <li>✓ Preservation of Mature Vegetation</li> <li>✓ Vegetated Buffer Strips</li> <li>✓ Protection of Trees</li> <li>✓ Temporary Erosion Control Seeding</li> <li>✓ Temporary Turf (Seeding, Class 7)</li> <li>✓ Temporary Mulching</li> <li>✓ Permanent Seeding</li> </ul>		Erosion Control Blanket / Mulching Sodding Geotextiles Other (specify) Other (specify) Other (specify) Other (specify)
	Describe how the stabilization practices listed at	ove w	ill be utilized during construction:
	"tree protection zone" before any work begins of	r any	all trees within the construction area to establish a material is delivered to the jobsite. No work is to be or vehicles driven or parked within the "tree protection
	Describe how the stabilization practices listed a completed:	bove v	will be utilized after construction activities have been
	Permanent seeding and erosion control blanke topsoil placement.	t shall	be placed after completion of the final grading and
2.	the degree attainable, to divert flows from expos- discharge of pollutants from exposed areas of t perimeter erosion barrier, earth dikes, drainage pipe slope drains, level spreaders, storm dra	ed soil he site swale in inle rmane	of structural practices that will be implemented, to s, store flows or otherwise limit runoff and the s. Such practices may include but are not limited to: es, sediment traps, ditch checks, subsurface drains, et protection, rock outlet protection, reinforced soil nt sediment basins. The installation of these devices
	The following structural practices will be used for	this p	roject:
	Perimeter Erosion Barrier Temporary Ditch Check Storm Drain Inlet Protection Sediment Trap Temporary Pipe Slope Drain Temporary Sediment Basin Temporary Stream Crossing Stabilized Construction Exits Turf Reinforcement Mats Permanent Check Dams Permanent Sediment Basin Aggregate Ditch Paved Ditch		Rock Outlet Protection Riprap Gabions Slope Mattress Retaining Walls Slope Walls Concrete Revetment Mats Level Spreaders Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
	Describe how the structural practices listed abov	e will b	e utilized during construction:
	Silt fence will be installed at the downstream loo	ation	of disturbed areas to intercept sediment laden runoff

practicable thereafter.

ff from leaving the construction site.

Any storm water drainage structures that have the potential to accept runoff containing suspended soil particles shall be fitted with filter fabric. Filter fabric shall remain in place until all disturbed earth has been paved or vegetated, and shall also be checked regularly for their effectiveness.

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

All temporary erosion and sediment control practices shall be removed and disposed of within thirty (30) days after site stabilization is achieved or after the temporary practices are no longer needed. Trapped sediment shall be permanently stabilized to prevent further erosion.

- 3. **Storm Water Management:** Provided below is a description of measures that will be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
  - a. Such practices may include but are not limited to: storm water detention structures (including wet ponds), storm water retention structures, flow attenuation by use of open vegetated swales and natural depressions, infiltration of runoff on site, and sequential systems (which combine several practices).

The practices selected for implementation were determined on the basis of the technical guidance in Chapter 41 (Construction Site Storm Water Pollution Control) of the IDOT Bureau of Design and Environment Manual. If practices other than those discussed in Chapter 41 are selected for implementation or if practices are applied to situations different from those covered in Chapter 41, the technical basis for such decisions will be explained below.

b. Velocity dissipation devices will be placed at discharge locations and along the length of any outfall channel as necessary to provide a non-erosive velocity flow from the structure to a water course so that the natural physical and biological characteristics and functions are maintained and protected (e.g. maintenance of hydrologic conditions such as the hydroperiod and hydrodynamics present prior to the initiation of construction activities).

Description of storm water management controls:

New swales were designed adjacent to the existing roadway. Please see the swale capacity and runoff calculations in the Stormwater Report prepared for the City of West Chicago and DuPage County. The swales have capacity for the 100-yr, 24-hr storm event and help attenuate flows. These will maintian the existing flow patterns currently existing on the site.

4. Approved State or Local Laws: The management practices, controls and provisions contained in this plan will be in accordance with IDOT specifications, which are at least as protective as the requirements contained in the Illinois Environmental Protection Agency's Illinois Urban Manual. Procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials shall be described or incorporated by reference in the space provided below. Requirements specified in sediment and erosion site plans, site permits, storm water management site plans or site permits approved by local officials that are applicable to protecting surface water resources are, upon submittal of an NOI, to be authorized to discharge under the Permit ILR10 incorporated by reference and are enforceable under this permit even if they are not specifically included in the plan.

Description of procedures and requirements specified in applicable sediment and erosion site plans or storm water management plans approved by local officials:

The development complies with the DuPage County requirements regarding stormwater management and special management areas.

- 5. Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
  - a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
    - Approximate duration of the project, including each stage of the project
    - Rainy season, dry season, and winter shutdown dates
    - Temporary stabilization measures to be employed by contract phases
    - Mobilization timeframe
    - Mass clearing and grubbing/roadside clearing dates
    - Deployment of Erosion Control Practices
    - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
    - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
    - Paving, saw-cutting, and any other pavement related operations
    - Major planned stockpiling operations
    - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
    - Permanent stabilization activities for each area of the project

- b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
  - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
  - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
  - Stockpile Management Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
  - Waste Disposal Discuss methods of waste disposal that will be used for this project.
  - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
  - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
  - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
  - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
  - Additional measures indicated in the plan.

#### III. Maintenance:

When requested by the Contractor, the Resident Engineer will provide general maintenance guides to the Contractor for the practices associated with this project. The following additional procedures will be used to maintain, in good and effective operating conditions, the vegetation, erosion and sediment control measures and other protective measures identified in this plan. It will be the Contractor's responsibility to attain maintenance guidelines for any manufactured BMPs which are to be installed and maintained per manufacture's specifications.

During construction activity, the contractor shall maintain all erosion control measures. Maintenance shall be in accordance with the Illinois Environmental Protection Agency Standards and Specifications for Soil Erosion and Sediment Control, Latest Edition.

Except as prevented by inclement weather conditions, all disturbed areas to remain inactive for more than fourteen (14) days will be stabilized by seeding, sodding, mulching, covering, or by other equivalent erosion control measures within seven (7) days. Permanent soil stabilization shall be provided within seven (7) days after final grade is established.

All temporary erosion and sediment control practices shall be removed and disposed of within thirty (30) days after site stabilization is achieved or after the temporary practices are no longer needed. Trapped sediment shall be permanently stabilized to prevent further erosion.

# Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized, structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <a href="mailto:epa.swnoncomp@illinois.gov">epa.swnoncomp@illinois.gov</a>, telephone or fax within twenty-four (24) hours of the incident. The Resident Engineer shall then complete and submit an "Incidence of Non-Compliance" (ION) report for the identified violation within five (5) days of the incident. The Resident Engineer shall use forms provided by IEPA and shall include specific information on the cause of noncompliance, actions which were taken to prevent any further causes of noncompliance, and a statement detailing any environmental impact which may have resulted from the noncompliance. All reports of non-compliance shall be signed by a responsible authority in accordance with Part VI. G of the Permit ILR10.

The Incidence of Non-Compliance shall be mailed to the following address:

Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Compliance Assurance Section 1021 North Grand East Post Office Box 19276

# V. Failure to Comply:

Failure to comply with any provisions of this Storm Water Pollution Prevention Plan will result in the implementation of a National Pollutant Discharge Elimination System/Erosion and Sediment Control Deficiency Deduction against the Contractor and/or penalties under the Permit ILR10 which could be passed on to the Contractor.

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# **Contractor Certification Statement**

Prior to conducting any professional services at the site covered by this contract, the Contractor and every subcontractor must complete and return to the Resident Engineer the following certification. A separate certification must be submitted by each firm. Attach to this certification all items required by Section II.5 of the Storm Water Pollution Prevention Plan (SWPPP) which will be handled by the Contractor/subcontractor completing this form.

Route	Bikeway - Geneva Spur G-W Connector	Marked Rte.	N/A
Section	00-00064-00-BT	Project No.	M8003 (060)
County	DuPage	Contract No.	63730
	ification statement is a part of the SWPPP for the o. ILR10 issued by the Illinois Environmental Prote		above, in accordance with the General NPDES
l certify u associate	under penalty of law that I understand the terms of ed with industrial activity from the construction site	the Permit No. ILF identified as part c	R 10 that authorizes the storm water discharges of this certification.
mentione	on, I have read and understand all of the informed project; I have received copies of all appropriate to be in compliance with the Permit ILR10 and Sty.	maintenance prod	cedures; and, I have provided all documentation
☐ Con	tractor		
☐ Sub-	-Contractor		
			Signature
	Print Name		Signature
	Title		Date
	Name of Firm		Telephone
	Street Address		City/State/ZIP
ltems wh	ich this Contractor/subcontractor will be responsible	e for as required i	n Section II.5. of the SWPPP:
-			
<del></del>			

# **APPENDIX A**

# <u>CITY OF WEST CHICAGO</u> PUBLIC <u>IMPROVEMENT MATERIALS LIST</u>

Updated February 17, 2012

## WATER

# 1. PIPE

Class 52 Ductile Iron, cement lined asphaltic coating or paint, push on joints, polyethylene encased with taped joints. All PVC pipe shall conform to AWWA C-900 specs, and only be used upon City approval. All polyethylene pipe shall conform to AWWA C-906 Specs and only be used upon City approval.

## 2. MAIN LINE VALVE

Valves 16" and Smaller – Shall be resilient wedge type, rated for 250 PSI working pressure and meet AWWA C-509 and C-515 specs. Valves shall have factory installed 304 stainless steel exterior bolting. All internal and external surfaces shall have a fusion bonded epoxy coating. Valves shall be American Flow Control, Clow, East Jordan, or Mueller.

Valves Larger Than 16" – Shall be butterfly style, either Clow series 4500 MJ or Henry Pratt Ground Hog. All valves shall have "optional" epoxy coating conformed to AWWA C-550 specs, and be supplied with 2" operating nut. All exterior bolts will be factory installed 304 stainless steel.

Valve Operating Nuts Deeper than 7' – may require valve operating rod extensions.

## 3. INSERTION VALVES

United States Pipe and Foundry Company Insertion valve with sleeve and retainer rings. Part Number 910314

# 4. LINE STOP FITTINGS

Up to and including 12"

**JCM 440** – All 304 Stainless Body – Branch or nozzle and flanges. All bolt trim shall also be 304 stainless including nuts and washers. Nuna-N or SBR rubber gasket material is accepted.

Smith Blair – 685 Series - All 304 Stainless Body – Branch or nozzle and flanges. All bolt trim shall also be 304 stainless including nuts and washers. Buna-N or SBR rubber gasket material is accepted.

**Hydra-Stop-Premier Series -** All 304 stainless body, branch or nozzle and flanges. All bolt trim shall also be 304 stainless including nuts and washers. Buna-N or SBR rubber gasket material is accepted.

Line stops larger than 12" will require submittal and approval of the City Engineer.

# 5. VALVE VAULTS

Pre-cast concrete, Neenah R 1772 Type "B" Lid or EJIW 1022-1 HD

"WATER" and "City of West Chicago" to be cast into lid

EZ-Stick gasket or equal shall be installed at all joints

- 4' Diameter for valves 8" and less
- 5' Diameter for valves 10" and larger
- 5' Diameter for all pressure connections up to 12"
- 5' Diameter for all insertion valves up to 12"

Concrete adjusting rings not to exceed 12" in height and 3 in number. Rubber mastic shall be installed between each joint.

## 6. FIRE HYDRANTS

Waterous Pacer 250 or East Jordan 5-BR with 304 stainless steel trim and breakaway traffic flange. Assembly shall be factory painted with chrome yellow primer. Hydrants may be flanged or MJ. All hydrants installed on 12" or larger water main must be installed on locking hydrant tees where available. All MJ fittings will require Megalugs. Paint coating for fire hydrants shall be Sherwin Williams Brand, Industrial Urethane Alkyd Enamel, Series B54-150. Color for hydrants on potable distribution mains shall be Safety Yellow. Color for hydrants on raw watermains shall be Safety Green.

# 7. AUXILIARY VALVE BOXES

East Jordan Series 8550 or Tyler 6850 Series adjustable cast iron with "WATER" cast into lid. Valve box stabilizers will be East Jordan No. 98725 or Adapter Inc. rubber doughnuts.

# 8. FITTINGS

American Ductile Iron C153, Tyler or US Pipe Class 350 Mechanical Joint. All fittings shall have Megalug retainer glands. Sleeves shall be ductile or cast iron MJ. Cutting in sleeves shall be Mueller, Clow, American Flow Control or Tyler Mechanical Joint. Where applicable, all hydrant tees on 12" or larger water main shall be "locking." No Bell repair clamps will be allowed.

# 9. TAPPING SLEEVE

Mueller cast iron MJ #H615, American Flow Control Ductile Iron Series 2800, Tyler/Union ductile iron, US Pipe Ductile Iron T-9

# 10. CASINGS

Of necessary diameter, thickness, and length to meet all applicable requirements of the specific agency—City, County, State or Railway. Casing spacers to be Cascade Model CSS or approved equal. Matching casing size to pipe size. Casing end seals to be Cascade Model CCES or approved equal. Mortaring of casing ends subject only to pre-approval. All push joints in casing shall have "field lock gaskets." Annular space within casing may require filling by specific agency.

# 11. LOCATING WIRE

Shall be used on any PVC line. 8 Gauge copper wire taped to pipe with test hookups in valve boxes every 400 feet and at all alignment changes.

# 12. WATER SERVICE

Type "K" Copper 2" and less, installed as one continuous piece from main to b-box. Ductile iron 3" and larger.

# 13. **B-BOX**

¾", 1", & 1 ¼ "- Tyler No. 6500 with Vitelli or equivalent concrete B-Box pad

1 ½"& 2" – Tyler 6500 with Tyler 6500 enlarged base or Mueller No. E2032 Footpiece. For enlarged foot, a brick may be used for leg base.

# 14. CORPORATION STOP

3/4" and 1" - Ford F-600 Series or Mueller H 15000. Both shall have flared copper outlet and AWWA/CC Thread inlet.

1 ¼" – Ford F-600 or F-1000 Series or Mueller 15000 Series both shall have AWWA/CC Thread inlet but may have a flare or compression outlet.

1 ½" and 2" – Ford FB-600 Series or Mueller 300 Series. Both shall have AWWA/CC Thread inlet but may have a flare or compression outlet

## 15. ROUNDWAY-CURB STOP

3/4" and 1" - Ford B-22 Series or Mueller H-15204

1 1/4", 1 1/2" and 2" - Ford "B" Series or Mueller 300 Series. Flared or compression are acceptable.

## 16. PACK FITTINGS-BRASS

Only Ford or Mueller pack fittings acceptable.

## 17. SERVICE SADDLES

All non-direct taps 1 ½ and 2" shall use Smith Blair #372, Cascade #CSC2, or Ford FS303. Only 1 ½ and 2" taps can be made indirect.

# SANITARY SEWER

## 1. PIPE

Ductile iron Class 52, or PVC SDR 26 up to 12' depth, SDR 21 up to 21' depth, SDR 18 over 21' depth, services to match sewer main class

# 2. MANHOLES

Precast concrete, Neenah R 1772 Type "B" Self Sealing Lid or EJIW 1022-1 HD

"SANITARY" and "City of West Chicago" to be cast into lid, "Sanitary Forcemain" and "City of West Chicago" to be cast into lids for air release vaults and cleanout manholes

EZ-Stick gasket or equal shall be installed at all joints

External chimney seals to be Canusa, Infishield, Mar Mac Surseal, or approved equivalent.

External Joint seals to be Mac-Wrap or equivalent

Concrete adjusting rings not to exceed 12" in height and 3 in number. Rubber mastic shall be installed between each joint.

## 3. FORCE MAIN

Ductile iron Class 52, or PVC SDR 18.

## 4. LOCATING WIRE

Used on any PVC force main. 8 gauge copper wire taped to main, with test hook-ups in valve boxes ("Sanitary" to be cast into lid) every 400 feet, and at all alignment changes

## 5. CASINGS

Of the necessary diameter, thickness, and length to meet all applicable requirements of other involved agencies (IDOT, Railroad, Etc)

Casing spacers to be CASCADE Model CSS or approved equal

Casing end seals to be CASCADE Model CCES End Seals or approved equal

# 6. SERVICE FITTINGS

Inserta Tee® Mfg. by Inserta Fittings Co.

Kor-N-Tee® Mfg. by Trelleborg Eng.Products

Approved equals will require submittal and approval by the City Engineer

# 7. COUPLINGS & ADAPTORS

Non-shear type, either stainless band or PVC shell

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## STORM SEWER

#### 1. PIPE

Reinforced concrete pipe with rubber gasket joints, or ductile iron, Class 52. PVC SDR 26 if approved by City Engineer on an project specific basis

#### 2. MANHOLES

Precast concrete, Neenah R 1772 Type "B" Lid or EJIW 1022-1 HD "STORM" and "City of West Chicago" to be cast into lid

# 3. INLETS AND CATCH BASINS

Precast concrete with the appropriate frame and lid as follows:

In curbs - Neenah R-3281- AL or EJIW 7210, with vane grate on flow through structures and at double structures at sag locations. Neenah Type C or EJIW Type M1 grate to be used at all other locations. EJIW Type M3 grate to be used if structure within driveway.

Non curb areas - Neenah R 2502 B with Type "D" grate or EJIW 1022 with Type M1 grate

## STREET LIGHTS

1. RESIDENTIAL STREETS (STANDARD)

Cooper Utility Lighting Traditionaire, or equal. Post Top Mounted, Luminaire

with Polycarbonate Lens Panel

Model Number UTR 15 S P 2 33 4 J P

Westinghouse High Pressure Sodium, ANSI designation Lamp

H39KC-150/R, 150 Watt, 24,000 hour rated life.

Hapco Model Style 78, Catalog Number 78-009 or equal. Pole

> Brushed aluminum with factory installed ladder rest and 3" X 5" special handhole (Modification 154)

4-3/4 inch diameter anchor bolts with individual bolt covers on pole base 24" Diameter concrete foundation, 4' deep, with reinforcement cage of 6-#5

verticals, and #4 horizontal ties at 12 inch maximum spacing

Both conductors shall be single conductor, underground feeder Cable &

and branch circuit cable, bare copper ground, Type USE insulated copper Power Supply to Luminaire

conductor, 600 volt cable, and minimum AWG size 6 or of the size required

based on use of 150-watt Luminaire, in 2-inch uniduct or conduit.

Each light to be connected directly to utility pedestal

2. RESIDENTIAL STREETS (ALTERNATIVE DECORATIVE)

Antique Street Lamps, Inc. Capitol Series or equal, High Pressure Sodium Luminaire

with Clear Textured Polycarbonate Acorn Globe, Post Top Mounted

Antique Street Lamps, Inc. Capitol Series or equal, Fiberglass Reinforced Pole

Polyester, with standard handhole.

Model C15/20-FRP/CM-WA25F/CM-S150/QV(120)-SCRV-PEC

Pole height 14' 6" height with Luminaire 18' 0".

24" Diameter concrete foundation 5' deep, with reinforcement cage of 6-#5 verticals, and #4 horizontal ties at 12 inch spacing, with 4-3/4" anchor bolts

Color to match "Customer Grey"

Westinghouse High Pressure Sodium, ANSI designation Lamp

H39KC-150/R, 150 Watt, 24,000 hour rated life.

Cable &

Both conductors shall be single conductor, underground feeder

Power Supply to Luminaire

and branch circuit cable, bare copper ground, Type USE insulated copper conductor, 600 volt cable, and minimum AWG size 6 or of the size required

based on use of 150-watt Luminaire, in 2-inch uniduct or conduit.

Each light to be connected directly to utility pedestal

## 3. COLLECTOR STREETS

GE Lighting Systems Powr/Door Luminaire or equal, with cutoff optics Luminaire

Model Number M2AC 25 S O A G MC 2 1

Valmont Model #31-30010BS0845 or Hapco Model #31-532, or equal. Tapered Pole

Aluminum, 30 foot mounting height with 10 foot arm

Breakaway Coupling and Skirt required if speed limit is 40 mph or higher 4-1 inch diameter anchor bolts with individual bolt covers on pole base

24" Diameter concrete foundation 9' deep, with reinforcement cage of 6-#5

verticals, and #4 horizontal ties at 12 inch maximum spacing

Cable & Power Supply Same as residential except conductor size shall be as required based

on voltage drop calculations

to Luminaire

# **STREET NAME SIGNS**

## 1. POST

2" diameter Galvanized Steel Post, 11 foot long, supported in 24" of concrete, buried 3 feet. Signs can also be banded to street light poles

(Minimum mounting height: 7 feet from bottom of sign to near edge of pavement.)

## 2. SIGN

0.080 gauge Aluminum Blanks - 8 inches by length to accommodate street name. Engineer Grade Reflective Green Backing with Silver high intensity lettering 6 inch height for Street Name and 3 inch for Avenue, Street, etc.

# **STOP SIGNS**

# 1. POST

2 LB galvanized U-channel 12-foot post, buried 3 feet. Signs can also be banded to street light poles (Minimum mounting height: 7 feet from bottom of sign to near edge of pavement).

#### 2. SIGN

0.080 gauge Aluminum Blanks - 30 inch x 30 inch with high intensity sheeting

## SIDEWALKS

#### 1. TACTILE DETECTABLE WARNING SURFACE

Detectable warning panels shall be "EZ-Set Tile" as manufactured by Detectable Warning Systems, Inc. Panels required for use in public sidewalks shall be cast in place and Brick Red in color.

# **APPENDIX B**

# PROPOSED BIKE PATH-GENEVA SPUR

WEST CHICAGO, ILLINOIS

**RUBINO PROJECT No. G12.015** 

# Geotechnical

# Engineering

Services

Report

PREPARED BY:



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ENGINEERING RESOURCES ASSOCIATES, INC.

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WEST CHICAGO, IL 60555

MAY 11, 2012

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# **PROJECT INFORMATION**

# **Project Description**

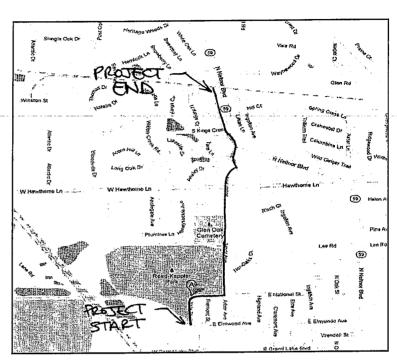
Rubino understands that ERA is in the process of designing a bike path in the City of West Chicago. The proposed bike path extends north and south in West Chicago, IL. The extents are shown in the map to the right.

# Documents received:

- RFP Email on 3/28/12
- Project Location Map

**Design Criteria received:** none; however this report is based on the following:

 Site grading including cuts and fills being less than 2 feet



The geotechnical recommendations presented in this report are based on the available project information, building addition locations, and the subsurface materials described in this report. If any of the information on which this report is based is incorrect, please inform Rubino in writing so that we may amend the recommendations presented in this report (if appropriate, and if desired by the client). Rubino will not be responsible for the implementation of our recommendations if we are not notified of changes in the project.

## Purpose/Scope of Services

The purpose of this study was to explore the subsurface conditions at the site in order to prepare geotechnical recommendations for subgrade stability for the proposed construction.

Rubino's scope of services included the following drilling program:

Number of Borings	Depth (feet BEG*)	Location	
1	15	See attached boring location map	
6	10	See attached boring location map	
*BEG = below existing	grade		7

Representative soil samples obtained during the field exploration program were transported to the laboratory for additional classification and laboratory testing.



This report briefly outlines the following:

- Summary of client-provided project information and report basis
- Overview of encountered subsurface conditions
- Overview of field and laboratory tests performed including results
- CCDD Test Results and Form LPC 663 (provided in a separate report by PSI)
- Geotechnical recommendations pertaining to:
  - Subgrade preparation, subgrade stability, and cut / fill recommendations
  - Pavements, including subgrade pavement sections for bituminous and Portland Cement Concrete (PCC) pavements
- Construction considerations, including temporary excavation and construction control of

# Drilling, Field and Laboratory Testing Procedures

ERA selected the number of borings and the boring depths. ERA and Rubino located the borings in the field by measuring distances from known fixed site features. The borings were advanced utilizing 2 1/4 inch inside-diameter, hollow stem auger drilling methods and soil samples were routinely obtained during the drilling process.

Selected soil samples were tested in the laboratory to determine material properties for this report. Drilling, sampling, and laboratory tests were accomplished in general accordance with ASTM procedures. The following items are further described in the Appendix A of this report.

- Field Penetration Tests and Split-Barrel Sampling of Soils
- Water Level Measurements
- Laboratory Determination of Water (Moisture) Content of Soil by Mass

The laboratory testing program was conducted in general accordance with applicable ASTM specifications. The results of these tests are to be found on the accompanying boring logs located in the Appendix.

# SITE AND SUBSURFACE CONDITIONS

## Site Location and Description

The proposed bike path is located in West Chicago and begins at the Illinois Prairie Path-Geneva Spur at the corner of West Elmwood Avenue and Yale Street, approximate latitude and longitude of 41° 53' 38" and 88° 12' 89", respectively. The proposed path runs north winding for approximately 1.2 miles to its ending location at the northeast parking lot corner of North Kings Crossing, approximate latitude and longitude of 41° 54' 27" and 88° 12' 18 ".



# Subsurface Conditions

Beneath the existing topsoil subsurface conditions generally consisted of undocumented fill to depths of 3 to 5 feet underlain by brown to gray, medium stiff to stiff silty to sandy clay.

Field and laboratory test results are summarized in the following table:

- =	DEPTH RANGE (FT)	SOIL DESCRIPTION	SPT N-VALUES (BLOWS PER FOOT)	MOISTURE CONTENT (%)	ESTIMATED SHEAR STRENGTH (TSF)
=	0 – 5	Undocumented Fill (Clay)	2 – 12	13 - 27	n/a
	4 – 10	Medium stiff to stiff silty clay soils (Borings <b>B-1</b> , <b>B-2</b> , <b>B-3</b> , <b>B-4 and B-6</b> )	7– 17	11 – 31	800 – 2,500
	4 – 10	Loose to medium dense silty sand (Boring <b>B-5</b> )	7 – 26	9 – 13	800 – 3,000
	5 - 10	Medium stiff to stiff clayey silt soils (Boring <b>B-7</b> )	6 – 14	11 – 26	800 – 2,000

The native soils were visually classified as silty clay (CL), poorly graded sands (SP) and clayey silt (ML) according to the Unified Soil Classification System (USCS). Estimated shear strength of clay soils is based on empirical correlations using N-values, moisture content, and unconfined compressive strength. The above table is a general summary of subsurface conditions. Please refer to the boring logs for more detailed information.

## **Groundwater Conditions**

Groundwater was generally not observed to collect within the borings upon completion due to the low permeability of the encountered soils. Additionally, the natural moisture contents of the soils as measured in the laboratory decrease with depth. Depending on the time of year, there is a possibility that perched groundwater could be encountered during foundation excavation.

It should be noted that fluctuations in the groundwater level should be anticipated throughout the year depending on variations in climatological conditions and other factors not apparent at the time the borings were performed. Additionally, discontinuous zones of perched water may exist within the soils. The possibility of groundwater level fluctuation should be considered when developing the design and construction plans for the project.

# **EVALUATION AND RECOMMENDATIONS**

# Geotechnical Design and Construction Considerations

The main geotechnical design and construction considerations at this site are:

- o Subgrade soils were generally classified as silty clay or clayey silt and based on laboratory testing, generally fall into the high to very high "frost susceptible" category.
- The presence of undocumented clayey fill soils at various locations along the proposed bike path. Undocumented fill soils should be carefully evaluated in the field by proofrolling and density testing as recommended herein.
- During construction, Rubino recommends that one of our representatives be onsite for typical observations and documentation of subgrade preparation.
- Clay soils are susceptible to moisture fluctuations and freezing weather. Please refer to the <u>Bridging Activities</u> section for more information on stabilizing cohesive soils.
- During subgrade preparation, Rubino recommends that one of our representatives be onsite for typical observations and documentation of proofrolling the bike path subgrade and reworking of the unsuitable fill materials, if applicable.

The geotechnical-related recommendations in this report are presented based on the subsurface conditions encountered and Rubino's understanding of the project. Should changes in the project criteria occur, a review must be made by Rubino to determine if modifications to our recommendations will be necessary.

#### Undocumented Fill

Undocumented fill was observed in most borings to depths ranging from about 3 to 5 feet below existing grade. Undocumented fill is defined as fill that has been placed without being documented as to its placed density and moisture content. Where existing fill is encountered, Rubino typically recommends that building foundations extend through the fill materials and be supported on the medium stiff to stiff silty clay soils or compacted and documented structural fill.

Based on the boring information, it is anticipated that most of these existing undocumented clayey fill soils should be suitable for support of pavements. However, undocumented fill materials should be carefully evaluated by proof-rolling and density testing at the time of construction to document the in-place consistency of these materials to support the proposed pavement.

Deleterious materials were not observed within the undocumented fill materials during the drilling operations. Deleterious materials could include, but are not limited to, bricks, asphalt, concrete, metal, wood, or other building debris. Although deleterious materials were not encountered in all the undocumented fill materials, this does not eliminate the possibility that deleterious materials could be present within the undocumented fill materials at other locations on the site.

## Pavement Subgrade Preparation

Prior to paving, the prepared subgrade should be proofrolled using a loaded tandem axle dump truck or similar type of pneumatic tired equipment with a minimum gross weight of 6 tons per single



axle. Localized soft areas identified should be repaired prior to paving. Moisture content of the subgrade be maintained between -2% and +3% of the optimum at the time of paving. It may require rework when the subgrade is either desiccated or wet.

Areas of low support or soft spots should be tested with either a Static Cone Penetrometer (SCP) or Dynamic Cone Penetrometer (DCP). The results of the DCP or SCP tests should be evaluated according to IDOT's Subgrade Stability Manual, to determine the necessary depth of corrective action.

Construction traffic should be minimized to prevent unnecessary disturbance of the pavement subgrade. Disturbed areas, as documented in the field by Rubino, should be removed and replaced with properly compacted material.

## Fill Materials

Once the proposed roadway subgrade has successfully been proof rolled and documented, placement of new structural fill required to establish construction grades may begin. The first layer of fill material should be placed in a relatively uniform horizontal lift and adequately keyed into the subgrade soils.

The proposed grades for the new bike path are anticipated to be near the existing grades, and areas of significant cut and fill are not anticipated. Where the proposed grade is to be raised and fill materials are required, the fill materials for embankment construction must conform to the requirement of Section 205 of the, "Standard Specifications for Road and Bridge Construction," adopted by the Illinois Department of Transportation, January 1, 2002.

Table 6-1 Requirements of Borrow Soils for the Top 600 mm (24 in.) Subgrade.

REQUIRED TEST	AASHTO METHOD	PERMISSIBLE LIMIT
SDD (at OMC)	T 99 (Method C)	1,450 kg/m³ (90 pcf) min. *
Organic Content	T 194	10 % max.
Percent Silt and Fine Sand	T 88	65 % max. **
Pl	T 90	12 % min. **
LL	T 89	50 % max.
Shear Strength (c) at 95 % SDD	T 208 or T 234	50 kPa (1,000 psf) min.***
SO3****	ASTM C 618	5 % max.

As per Standard Specifications.

# **Bridging Activities**

Potentially unstable soil should be tested with a static cone penetrometer and treated in accordance with Article 301.04 of the standard specifications and undercut guidelines in the IDOT Subgrade Stability Manual.



Frost susceptibility criteria.

For engineered embankments which are 4.5 m (15 ft) in height or greater.

If unsuitable soils are removed and the area is still wet or unstable, the underlying soils may be stabilized by "walking-in" consecutive layers of approximately 6 inches of 3-inch stone placed on the subgrade until the voids of the 3-inch stone are filled with the soft soil. Construction grades may then be established using CA-6 stone, or the native soils following moisture conditioning. A layer of geotextile should be placed between the 3-inch stone / clay mixture and an opengraded stone, if applicable.

# Illinois Bearing Ratio

An IBR of 3 should be used for the pavement design based on an AASHTO M 145 Soil Class of A-4 or A-6.

Table 4-1. Estimated IBR Value

Soil Classification	IDOT-Assumed IBR
A-1	20
A-2-4, A-2-5	15
A-2-6, A-2-7	12
A-3	10
A-4, A-5, A-6	3
A-7-5, A-7-6	2

The soil types throughout the length of the project are varied and include fill soils within the upper five (5) feet in most of the borings.

# Subgrade Stability Recommendations

Subgrade soils with N-values less than 8 and moisture contents greater than 25% are more likely to fail a proofroll in the field. The bike path may be proofrolled with a lighter load than a conventional roadway. For planning purposes, the subgrade soils in the following borings may need stabilization with stone:

Boring Number	Possible undercut depth (inches)
B-1	6 inches
B-4	<6 inches
B-6	6 to 12 inches
B-7	<6 inches

The soils should be evaluated in the field using proofrolling and penetrometer testing per the IDOT Subgrade Stability Manual dated May 1, 2005. The recommendations located in this report are based on the data obtained at each particular soil boring location. Soil stability may vary in the field between the borings and could be affected by the weather at the time of construction. The following table provides a general overview of the soil at various sections of the roadway:



## Subbase Stone

An IDOT CA-6 aggregate base rock (IDOT Specifications Handbook, Sec. 1004.1) can be used under the asphalt or concrete pavements. The material should be placed and compacted as discussed in the <u>Fill Materials</u> section of this report.

# Pavement Drainage

Fine-grained soils can be sensitive to remolding in the presence of water. In the areas of surficial clays, the surface should be maintained in a graded condition to prevent standing water on the subgrade. Appropriate measures may include, but are not limited to:

- 1. Shaping/pitching the sub-grade to drain toward side drainage ditch along the roadway.
- 2. Providing proper filtration for runoff waters. Proper drainage of the roadway is mandated by Article 202.05 of the IDOT Standard Specifications.
- 3. Rubino recommends placing CA-6 as the fill at the interface of clay and the new pavement. If open-graded stone is used, a geotextile should be placed between the fine-grained soil and the stone.
- 4. Rubino recommends pavements be sloped to provide rapid surface drainage. Water allowed to pond on or adjacent to the pavement could saturate the subgrade and cause premature deterioration of pavements, and removal and replacement may be required.
- 5. Consideration should be given to the use of an interceptor drain to collect and remove water collecting in the granular base. The interceptor drains could be incorporated with the storm drains of other utilities located in the pavement areas.
- 6. Periodic maintenance of the pavement should be anticipated. This should include sealing of cracks and joints and by maintaining proper surface drainage to avoid ponding of water on or near the pavement area.

#### **Pavement Section Recommendations**

Based on the boring information in the proposed pavement areas, Rubino believes the existing soils at this site will have a subgrade pavement bearing characteristic typical of soil with a CBR value of 3 (typical for clayey soils). Subgrade stability should be checked during construction by performing a proofroll on the soils prior to placing subbase stone. Based on this value, it is possible to use a locally typical "standard" pavement section consisting of the following:

Recommended Thicknesses (Inches) based on a CBR of 3		
Pavement Materials Bike Path		
Asphaltic Surface Course	1	
Asphaltic Binder Course	2	
Base Aggregate	4	



# CLOSING

The recommendations submitted are based on the available subsurface information obtained by Rubino Engineering, Inc. and design details furnished by Engineering Resource Associates for the proposed project. If there are any revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, Rubino should be notified immediately to determine if changes in the foundation recommendations are required. If Rubino is not retained to perform these functions, we will not be responsible for the impact of those conditions on the project.

The scope of services did not include an environmental assessment to determine the presence or absence of wetlands, or hazardous or toxic materials in the soil, bedrock, surface water, groundwater or air, on, or below or around this site. Any statements in this report and/or on the boring logs regarding odors, colors, and/or unusual or suspicious items or conditions are strictly for informational purposes.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At this time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of Engineering Resource Associates and their consultants for the specific application to the proposed Bike Path in West Chicago, Illinois.



# APPENDIX A - DRILLING, FIELD, AND LABORATORY TEST PROCEDURES

# Penetration Tests and Split-Barrel Sampling of Soils

During the sampling procedure, Standard Penetration Tests (SPT's) were performed at regular intervals to obtain the standard penetration (N-value) of the soil. The results of the standard penetration test are used to estimate the relative strength and compressibility of the soil profile components through empirical correlations to the soils' relative density and consistency. The split-barrel sampler obtains a soil sample for classification purposes and laboratory testing, as appropriate for the type of soil obtained.

# Water Level Measurements

Water level observations were attempted during and upon completion of the drilling operation using a 100-foot tape measure. The depths of observed water levels in the boreholes are noted on the boring logs presented in the appendix of this report. In the borings where water is unable to be observed during the field activities, in relatively impervious soils, the accurate determination of the groundwater elevation may not be possible even after several days of observation. Seasonal variations, temperature and recent rainfall conditions may influence the levels of the groundwater table and volumes of water will depend on the permeability of the soils.

#### **Ground Surface Elevations**

At this time, no site-specific elevations were available to Rubino. The depths indicated on the attached boring logs are relative to the existing ground surface for each individual boring at the time of the exploration. Copies of the boring logs are located in the Appendix of this report.

# Water (Moisture) Content of Soil by Mass (Laboratory)

The water content is an important index property used in expressing the phase relationship of solids, water, and air in a given volume of material and can be used to correlate soil behavior with its index properties. In fine grained cohesive soils, the behavior of a given soil type often depends on its natural water content. The water content of a cohesive soil along with its liquid and plastic limits as determined by Atterberg Limit testing are used to express the soil's relative consistency or liquidity index.





# APPENDIX B - FILL RECOMMENDATIONS

# In general, fill materials should:

- have a Standard Proctor maximum dry density greater than 100 pcf
- be free of organic or other deleterious materials
- have a maximum particle size no greater than 3 inches
- have a liquid limit less than 45 and plasticity index less than 25
- be tested and documented by a geotechnical technician and directed by a geotechnical engineer to evaluate the placement of fill material
- be placed in maximum lifts of 8 inches of loose material and should include areas within the parking area as well as areas to a distance of at least 5 feet outside the parking area perimeters
  - o Each lift of compacted, engineered fill should be tested and documented by a representative of the geotechnical engineer prior to placement of subsequent lifts
- Soils classified as CL, ML, SM, SC-SM, and SW will generally be suitable for use as structural fill.
  - o If a fine-grained silt or clay soil is used for fill (CL or ML), close moisture content control will be essential to achieve the recommended degree of compaction
  - o If water must be added, it should be uniformly applied and thoroughly mixed into the soil by disking or scarifying
  - Soils classified as OL, OH, MH, CH and PT should be considered unsuitable.

Structural fill added to the site shall be evaluated in accordance with the following table:

MATERIAL TESTED	PROCTOR TYPE*-1	MIN % DRY DENSITY	PLACEMENT MOISTURE CONTENT RANGE	FREQUENCY OF TESTING*-2	MAXIMUM LOOSE LIFT HEIGHT
Structural Fill (Cohesive & Well- graded Granular) – Parking	Standard	95%	-2 to +3 %	1 per 2,500 yd <sup>2</sup> of fill placed	8 inches
Random Fill (non load bearing)	Standard	95%	-3 to +3 %	1 per 5,000 yd <sup>2</sup> of fill placed	8 inches
Utility Trench Backfill	Standard	95%	-2 to +2 %	1 per 50 LF of fill placed	6 inches

<sup>\*-1</sup> The test frequency for the laboratory reference shall be one laboratory Proctor or Relative Density test for each material used on the site. If the borrow or source of fill material changes, a new reference moisture/density test should be performed.

Tested fill materials that do not achieve either the required dry density or moisture content range shall be recorded, the location noted, and reported to the Contractor and Owner. A re-test of that area should be performed after the Contractor performs remedial measures. The above test frequencies should be discussed with the contractor prior to starting the work.

The geotechnical engineer of record can only certify work that was performed under their direct observation, or under the observation of a competent person under their specific direction.



<sup>\*-2</sup>A minimum of one test per lift is recommended unless otherwise specified.

#### APPENDIX C-REPORT LIMITATIONS

#### Subsurface Conditions:

The subsurface description is of a generalized nature to highlight the major subsurface stratification features and material characteristics. The boring logs included in the appendix should be reviewed for specific information at individual boring locations. These records include soil descriptions, stratifications, penetration resistances, locations of the samples and laboratory test data as well as water level information. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur, and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition between layers may be gradual. The samples, which were not altered by laboratory testing, will be retained for up to 60 days from the date of this report and then will be discarded.

#### Geotechnical Risk:

The concept of risk is an important aspect of the geotechnical evaluation. The primary reason for this is that the analytical methods used to develop geotechnical recommendations do not comprise an exact science. The analytical tools that geotechnical engineers use are generally empirical and must be used in conjunction with engineering judgment and experience. Therefore, the solutions and recommendations presented in the geotechnical evaluation should not be considered risk-free, and more importantly, are not a guarantee that the interaction between the soils and the proposed structure will perform as planned. The engineering recommendations, presented in the preceding section, constitute Rubino's professional estimate of the necessary measures for the proposed structure to perform according to the proposed design based on the information generated and reference during this evaluation, and Rubino's experience in working with these conditions.

#### Warranty:

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

#### Federal Excavation Regulations:

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. This federal regulation mandates that all excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. Rubino is providing this information solely as a service to our client. Rubino is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.



# APPENDIX D - SOIL CLASSIFICATION GENERAL NOTES

#### **DRILLING & SAMPLING SYMBOLS:**

SS:	Split Spoon - 1 3/8" I.D., 2" O.D., unless otherwise noted	PS:	Piston Sample
ST:	Thin-Walled Tube - 3" O.D., Unless otherwise noted	WS:	Wash Sample
PM:	Pressuremeter	HA:	Hand Auger
RB:	Rock Bit	HS:	Hollow Stem Auger
DB:	Diamond Bit - 4", N, B	BS:	Bulk Sample

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch O.D. split spoon sampler (SS), except where noted.

#### WATER LEVEL MEASUREMENT SYMBOLS:

Water levels indicated on the boring logs are the levels-measured in the borings at the times indicated. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of ground water levels is not possible with only short term observations.

#### **DESCRIPTIVE SOIL CLASSIFICATION:**

Soil Classification is based on the Unified Soil Classification System as defined in ASTM D-2487 and D-2488. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; they are described as: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are described as: clays, if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse grained soils are defined on the basis of their relative in-place density and fine grained soils on the basis of their consistency. Example: Lean clay with sand, trace gravel, stiff (CL); silty sand, trace gravel, medium dense (SM).

#### CONSISTENCY OF FINE-GRAINED SOILS:

#### RELATIVE DENSITY OF COARSE-GRAINED SOILS

Unconfine Streng		•	N-B	lows	s/ft.	Consistency	N-E	Blow	/s/ft.	Relative Density
	<	0.25	< 2			Very Soft	0	-	3	Very Loose
0.25	-	0.5	2	-	4	Soft	4	-	9	Loose
0.5	-	1	4	-	8	Medium Stiff	10	· -	29	Medium Dense
1	_	2	8	-	15	Stiff	30	-	49	Dense
2	_	4	15	-	30	Very Stiff	50	-	80	Very Dense
4	-	8	30	_	50	Hard			+08	Extremely Dense
>	-	8	> 50			Very Hard				

#### RELATIVE PROPORTIONS OF SAND & GRAVEL

\*Descriptive Terms apply to components also present in sample

#### **GRAIN SIZE TERMINOLOGY**

Descriptive Term	% of	Dry W	/eight	Major Component	Size Range
•		-	-	Boulders	Over 12 in. (300mm)
Trace		<	15	Cobbles	12 in. To 3 in.
With	15	-	29		(300mm to 75mm)
Modifier		>	30	Gravel	3 in. To #4 sieve
					(75mm to 4.75mm)
RELATIVE PROPORTIONS OF	FINES			Sand	#4 to #200 sieve
Descriptive Term	% of	Dry W	leight		(4.75mm to 0.75mm)
Trace		<	5		
With	5	-	12		
Modifier		>	12		



# APPENDIX E-SOIL CLASSIFICATION GENERAL NOTES

# SOIL CLASSIFICATION CHART

		DICATE BORDERLINE SO	SYMI		TYPICAL
M	IAJOR DIVISI	ONS	GRAPH	LETTER	DESCRIPTIONS
	GRAVEL AND	CLEAN GRAVELS		GW	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
	GRAVELLY SOILS	(LITTLE OR NO FINES)		GP.	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES
COARSE GRAINED SOILS	MORE THAN 50% OF COARSE FRACTION	GRAVELS WITH FINES		GM	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES
	RETAINED ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		GC	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES
MORE THAN 50% OF MATERIAL IS	SAND AND	CLEAN SANDS		sw	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
LARGER THAN NO. 200 SIEVE SIZE	SANDY SOILS	(LITTLE OR NO FINES)		SP	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	MORE THAN 50% OF COARSE	SANDS WITH FINES		SM	SILTY SANDS, SAND - SILT MIXTURES
·	FRACTION PASSING ON NO. 4 SIEVE	(APPRECIABLE AMOUNT OF FINES)		sc	CLAYEY SANDS, SAND - CLAY MIXTURES
		-·		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
FINE GRAINED SOILS	SILTS AND CLAYS	LIQUID LIMIT LESS THAN 50		CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
100120				OL	ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE				мн	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS
SIZE	SILTS AND CLAYS	LIQUID LIMIT GREATER THAN 50		СН	INORGANIC CLAYS OF HIGH PLASTICITY
				ОН	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
НК	ЭHLY ORGANIC S	OILS	77 77 77 77 7 77 77 77 7 77 77 77 77	PT	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS



APPENDIX F - SITE VICINITY MAP & BORING LOCATION P LAN



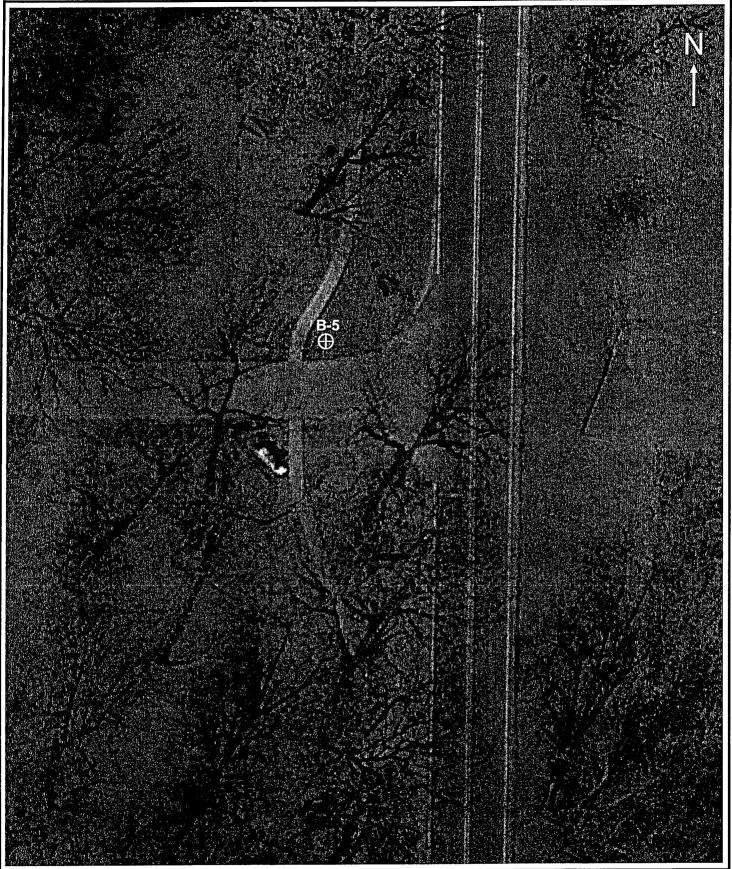




Project Name: Project Location: Proposed Bike Path West Chicago, IL

Client: 56 Rubino Project #:

ERA G12.015 Site Vicinity Map





Project Name:

Project Location:

Client:

Rubino Project #:

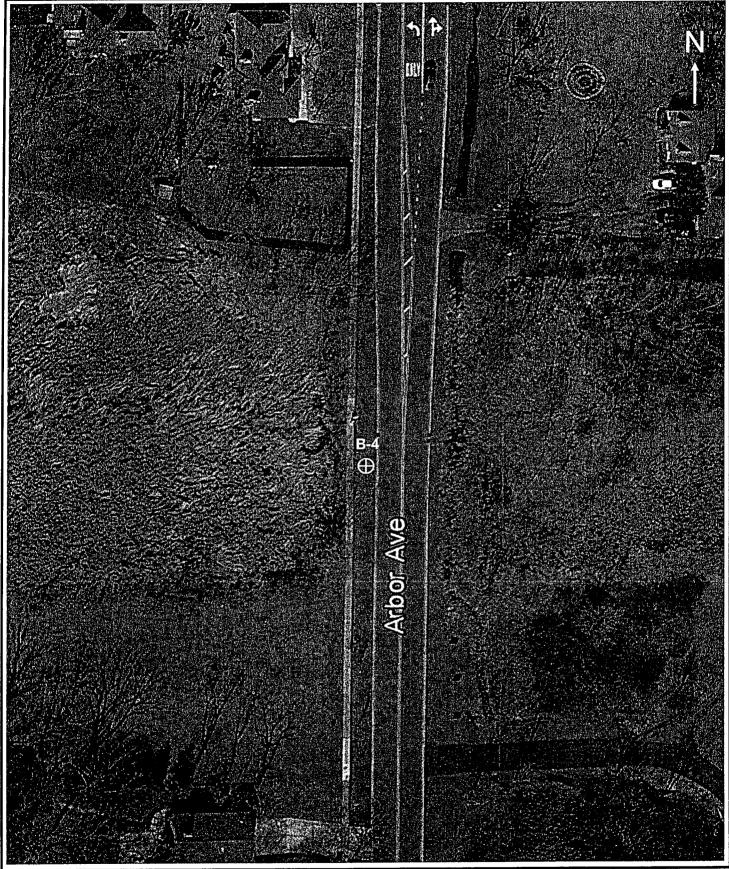
Proposed Bike Path

West Chicago, IL

ERA

G12.015

Boring Location Map 4 of 5





Project Name:

Project Location:

Client:

Rubino Project #:

Proposed Bike Path

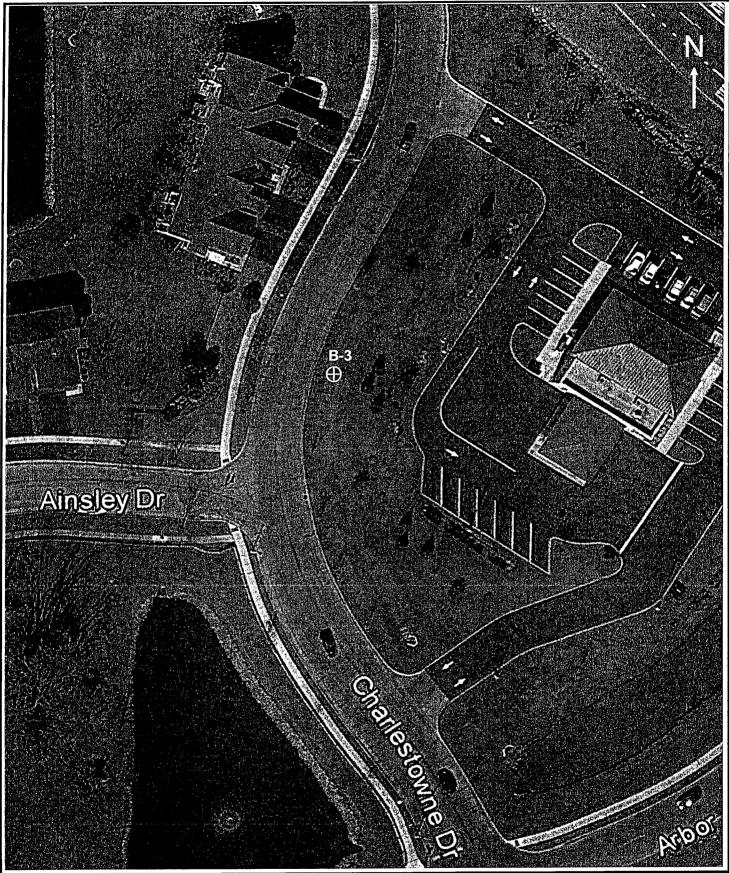
West Chicago, IL

ERA

G12.015

Boring Location Map 3 of 5







Project Name:

Project Location:

Client:

Rubino Project #:

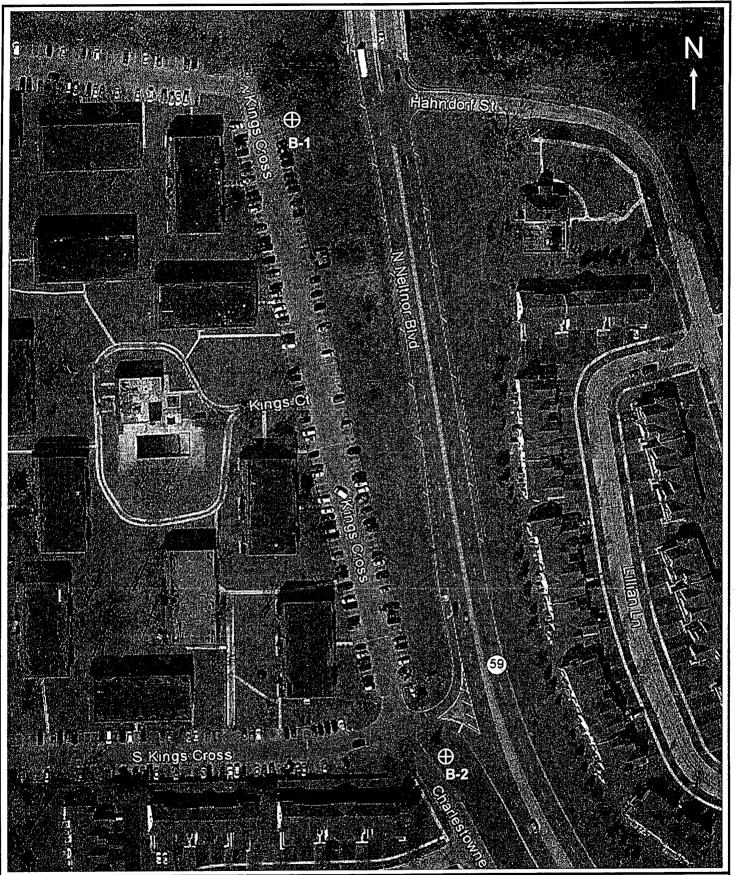
Proposed Bike Path

West Chicago, IL

ERA

G12.015

Boring Location Map 2 of 5





Project Name:

Project Location:

Client:

Rubino Project #:

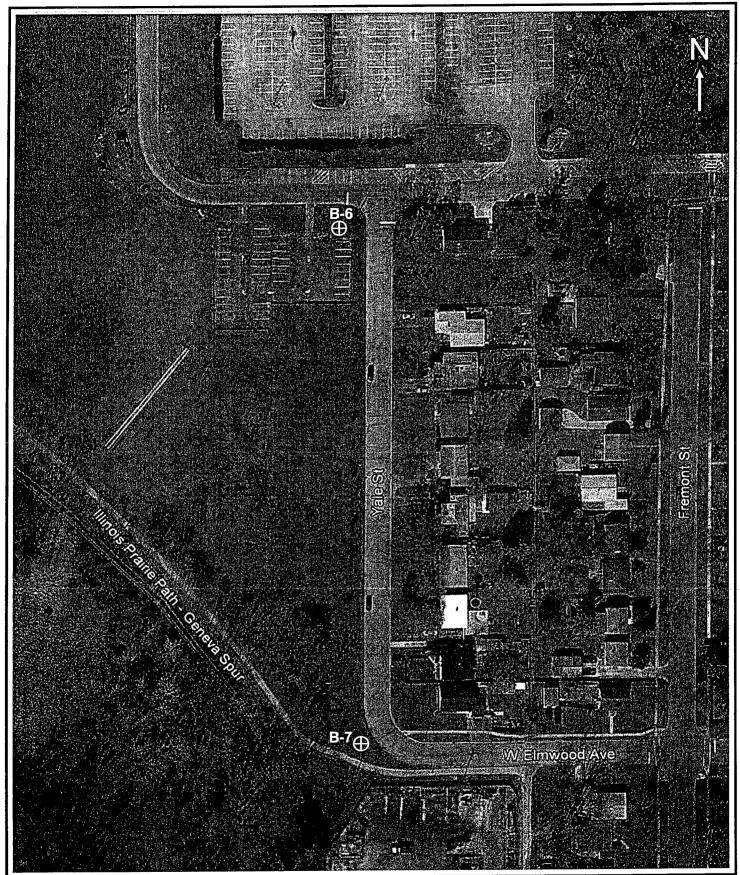
Proposed Bike Path

West Chicago, IL

ERA

G12.015

Boring Location Map 1 of 5





Project Name:

Project Location:

Client:

Rubino Project #:

Proposed Bike Path

West Chicago, IL

ERA

G12.015

Boring Location Map 5 of 5 APPENDIX G-BORING LOGS





Rubino Engineering, Inc. 665 Tollgate Road, Unit H Elgin, IL 60123 Telephone: 847-931-1555

Fax: 847-931-1560

# LOG OF BORING B-1

Sheet 1 of 1

WATER LEVELS Drilling Method: 21/4" Hollow Stem Auger Rubino Job No.: G12.015 N/A Sampling Method:Split Spoon While Drilling Project: Proposed Bike Path Hammer Type: **CME** Automatic Location: Upon Completion N/A Boring Location: App. 175'N and 5"W from NE corne West Chicago, IL City, State: ▼ Delay N/A of garbage enclosure along path Engineering Resource Associates Inc. Client: Station: N/A STANDARD PENETRATION Offset: N/A TEST DATA Blows per 6-inch Recovery (inches) JSCS Classification N in blows/ft @ Elevation (feet) Sample Type Depth, (feet) Graphic Log % Sample No. PL 12 Moisture Moisture, MATERIAL DESCRIPTION Additional LL Remarks STRENGTH, tsf SPT \* Qp Qu  $\blacksquare$ Approximately 3 inches of black clayey TOPSOIL 0 Brown fine to medium sandy CLAY, trace 25 PID 0.0 gravel and oxidization staining to 7 feet, medium stiff to stiff 2,3,4 18 N=7 18 X PID 0.0 4,5,7 2 18 N=1213 PID 0.0 4,5,8 3 18 N = 13CL 15 PID 0.0 18 4,5,7 4 N=12 11 PID 0.0 8,7,6 18 N = 1315 End of boring at 15 feet No free groundwater observed during drilling operation Latitude: Sample Types: 15.0 ft Completion Depth: Longitude: 4/13/12 Date Boring Started: Shelby Tube **Auger Cutting** Drill Rig: CME 75 4/13/12 Date Boring Completed: Hand Auger Remarks: Split-Spoon TB Logged By: Texas Cone Rock Core **Drilling Contractor:** Groff



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# LOG OF BORING B-2

Sheet 1 of 1

WATER LEVELS Drilling Method: 21/4" Hollow Stem Auger Rubino Job No.: G12.015 Sampling Method:Split Spoon ☑ While Drilling N/A Project: Proposed Bike Path Hammer Type: **CME** Automatic Location: ▼ Upon Completion N/A Boring Location: App. 45'E and 27'N of yellow fire City, State: West Chicago, IL N/A ▼ Delay hydrant Engineering Resource Associates Inc. Client: (88) Station: N/A STANDARD PENETRATION TEST DATA Offset: N/A **USCS** Classification Blows per 6-inch Recovery (inches) Elevation (feet) N in blows/ft @ Sample Type Depth, (feet) Graphic Log Sample No. 1 Moisture Moisture, Additional MATERIAL DESCRIPTION LL Remarks STRENGTH, tsf Qp \* ▲ Qu 0 Approximately 3 inches of black clayey TOPSOIL FILL: Black and brown silty CLAY with sand 14 PID 0.0 and gravel 3,6,6 12 N=12 Dark gray silty CLAY, trace sand and gravel, 28 PID 0.0 possible fill, stiff CL 5.6% loss on ignition 4,5,6 2 4 N=11 Brown and gray silty CLAY, trace sand, gravel and oxidization staining, stiff 26 PID 0.0 18 3,4,6 N=10 CL 31 X PID 0.0 14 3,3,3 N=6 10 End of boring at 10 feet No free groundwater observed during drilling Latitude: Sample Types: Completion Depth: 10.0 ft Longitude: 4/13/12 Date Boring Started: Shelby Tube **Auger Cutting** Drill Rig: CME 75 4/13/12 Date Boring Completed: Hand Auger Remarks: Split-Spoon TB Logged By: Texas Cone Rock Core Groff **Drilling Contractor:** 



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# LOG OF BORING B-3

Sheet 1 of 1

WATER LEVELS G12.015 Drilling Method: 21/4" Hollow Stem Auger Rubino Job No.: Sampling Method:Split Spoon Project: Proposed Bike Path While Drilling N/A Hammer Type: CME Automatic Location: ▼ Upon Completion N/A Boring Location: App. 40'E and 42'S of yellow fire City, State: West Chicago, IL N/A Delay hydrant Client: Engineering Resource Associates Inc. (SS) Station: N/A STANDARD PENETRATION Offset: N/A TEST DATA USCS Classification Recovery (inches) Blows per 6-inch Elevation (feet) N in blows/ft ⊚ Sample Type Graphic Log Depth, (feet) Sample No. PL Moisture, Moisture MATERIAL DESCRIPTION Additional 11 Remarks STRENGTH, tsf \* Qр ▲ Qu 0 Approximately 3 inches of black clayey TOPSOIL FILL: Brown silty CLAY with fine to medium 13 PID 0.0 sand, trace gravel 3,5,7 16 N=12 Brown and gray silty CLAY, trace to with sand X 17 PID 0.0 and gravel, stiff 3,5,6 16 N=11 CL 15 PID 0.0 3 18 5,7,9 N=16 Gray silty CLAY, trace sand and gravel, very 14 PID 0.0 stiff CL 18 4,5,12 N=17 10 End of boring at 10 feet No free groundwater observed during drilling operation Latitude: Completion Depth: 10.0 ft Sample Types: Longitude: 4/13/12 Date Boring Started: **Auger Cutting** Shelby Tube Drill Rig: CME 75 Date Boring Completed: 4/13/12 Split-Spoon Hand Auger Remarks: ТВ Logged By: Rock Core Texas Cone **Drilling Contractor:** Groff

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



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# LOG OF BORING B-4

Sheet 1 of 1

WATER LEVELS 21/4" Hollow Stem Auger Rubino Job No.: G12.015 Drilling Method: Sampling Method:Split Spoon Project: Proposed Bike Path While Drilling 3 Hammer Type: CME Automatic Location: ▼ Upon Completion 3 Boring Location: App. 25'S and 6'E of yellow fire City, State: West Chicago, IL ▼ Delay N/A Engineering Resource Associates Inc. hvdrant Client: Station: N/A Blows per 6-inch (SS) STANDARD PENETRATION Offset: N/A TEST DATA Recovery (inches) USCS Classification Elevation (feet) N in blows/ft @ Sample Type Depth, (feet) Graphic Log Sample No. Ы Moisture Moisture, MATERIAL DESCRIPTION Additional LL Remarks STRENGTH, tsf \* ▲ Qu Qp 0 Approximately 3 inches of black clayey TOPSOIL FILL: Black and brown silty CLAY with sand, 22 X PID 0.0 gravel and oxidization staining 6 2,3,5 N=8 FILL: GRAVEL, trace sand, loose - sample 28 taken between buried utility pipes, possible PID 0.0 pipe bedding 10 2,2,3 2 N=5 GW 31 X PID 0.0 3 4 1,2,2 N=4 Gray silty CLAY, trace sand and gravel, medium stiff 22 × PID 0.0 CL 2,2,2 ര 18 N=4 10 End of boring at 10 feet Latitude: Sample Types: Completion Depth: 10.0 ft Longitude: Date Boring Started: 4/13/12 **Auger Cutting** Shelby Tube Drill Rig: CME 75 Date Boring Completed: 4/13/12 Split-Spoon Hand Auger Remarks: Logged By: TB Rock Core Texas Cone **Drilling Contractor:** Groff



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Telephone: 847-931-1555 Fax: 847-931-1560

# LOG OF BORING B-5

Sheet 1 of 1

WATER LEVELS Drilling Method: 21/4" Hollow Stem Auger G12.015 Rubino Job No.: Sampling Method:Split Spoon Project: Proposed Bike Path While Drilling N/A Hammer Type: CME Automatic Location: Upon Completion N/A Boring Location: App. 52'N and 15'E from NE corner City, State: West Chicago, IL Delay of Reed-Keppler sign N/A Client: Engineering Resource Associates Inc. Station: N/A SPT Blows per 6-inch (SS) STANDARD PENETRATION Offset: N/A TEST DATA Recovery (inches) USCS Classification Elevation (feet) N in blows/ft @ Sample Type Depth, (feet) Graphic Log Sample No. % □ PL Moisture, Moisture MATERIAL DESCRIPTION Additional Remarks STRENGTH, tsf Ж Qu Qp Approximately 3 inches of black clayey FILL: Brown silty CLAY, trace sand and gravel 20 × PID 0.0 3,4,5 14 N=9 Brown silty fine to medium SAND and gravel, 12 PID 0.0 loose 12 SM 3.4.4 N=8 Brown silty CLAY with fine to medium sand 13 and gravel, medium stiff PID 0.0 18 CL 4,3,4 N=7 Brown silty SAND and gravel, medium dense 9 X PID 0.0 SM 18 10.17.9 N=26 10 End of boring at 10 feet No free groundwater observed during drilling Latitude: Completion Depth: 10.0 ft Sample Types: Longitude: Date Boring Started: 4/13/12 **Auger Cutting** Shelby Tube Drill Rig: CME 75 4/13/12 Date Boring Completed: Split-Spoon Hand Auger Remarks: TB Logged By: Texas Cone Rock Core Groff **Drilling Contractor:** 



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# LOG OF BORING B-6

Sheet 1 of 1

WATER LEVELS G12.015 21/4" Hollow Stem Auger Drilling Method: Rubino Job No.: Sampling Method:Split Spoon Project: Proposed Bike Path While Drilling N/A Hammer Type: **CME** Automatic Location: Upon Completion N/A Boring Location: App. 83'S and 30'E of yellow fire City, State: West Chicago, IL ▼ Delay N/A Client: hydrant Engineering Resource Associates Inc. (88) Station: N/A STANDARD PENETRATION Offset: N/A TEST DATA SPT Blows per 6-inch ( Recovery (inches) JSCS Classification Elevation (feet) Sample Type N in blows/ft @ Depth, (feet) Graphic Log Sample No. % (**a** Pl Moisture, Moisture MATERIAL DESCRIPTION Additional Remarks STRENGTH, tsf Ж ▲ Qu Qp 0 Approximately 2 inches of MULCH FILL: Black and brown silty CLAY with sand and gravel 27 PID 0.0 7.3% loss on ignition 6 2,1,1 N=2 22 X PID 0.0 2 6 3,4,4 N=8 Gray silty CLAY, trace sand and gravel, oxidization staining within the 8.5 to 10 feet split spoon 23 × PID 0.0 3 18 2,3,5 N=8 CL 27 PID 0.0 18 3.3.5 N=8 10 End of boring at 10 feet No free groundwater observed during drilling Completion Depth: Latitude: 10.0 ft Sample Types: Longitude: Date Boring Started: 4/13/12 **Auger Cutting** Shelby Tube Drill Rig: CME 75 Date Boring Completed: 4/13/12 Split-Spoon Hand Auger Remarks: Logged By: TB Rock Core Texas Cone **Drilling Contractor:** Groff

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



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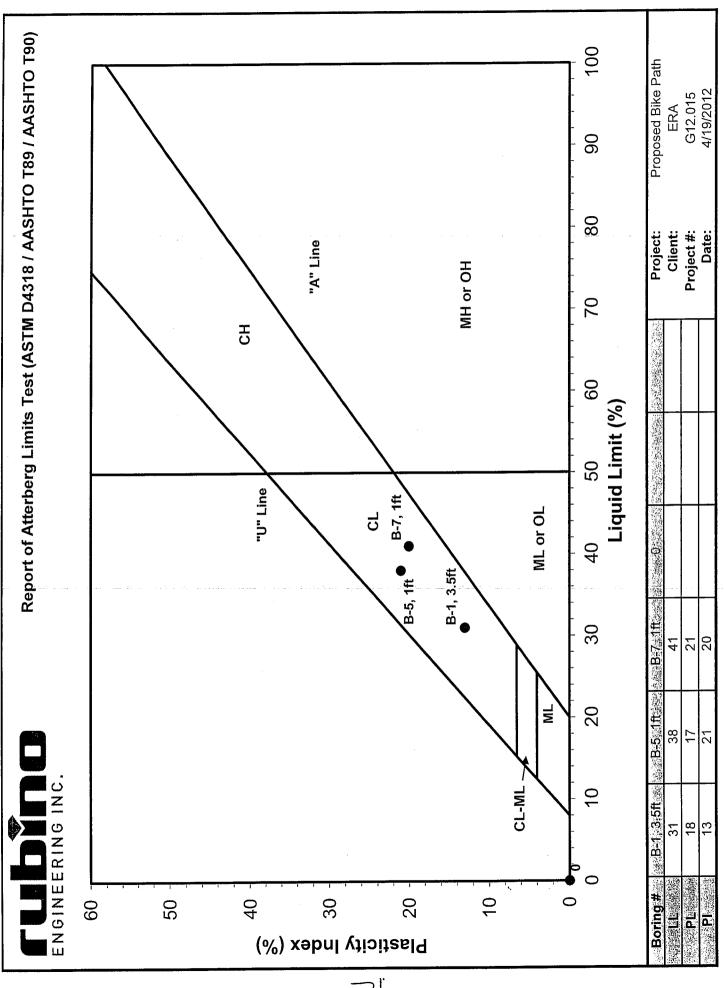
# LOG OF BORING B-7

Sheet 1 of 1

WATER LEVELS 21/4" Hollow Stem Auger Rubino Job No.: G12.015 Drilling Method: Sampling Method:Split Spoon Project: Proposed Bike Path While Drilling N/A Hammer Type: CME Automatic Location: Upon Completion N/A Boring Location: App. 30'S and 10'E of yellow fire City, State: West Chicago, IL ▼ Delay N/A hvdrant Client: Engineering Resource Associates Inc. (88) Station: N/A STANDARD PENETRATION Offset: N/A TEST DATA JSCS Classification Recovery (inches) Blows per 6-inch Elevation (feet) N in blows/ft @ Sample Type Depth, (feet) Graphic Log Sample No. PL Moisture Moisture, MATERIAL DESCRIPTION Additional LL Remarks STRENGTH, tsf 굙 Qp \* Qυ 0 Approximately 4 inches of black clayey TOPSOIL FILL: Black and brown silty CLAY, trace to 24 PID 0.0 with sand and gravel 6 2,3,5 1 N=8 FILL: Black and gray silty CLAY, trace to with 24 sand, gravel and debris (plastic bag) PID 0.0 2 12 3,3,3 Gray silty CLAY, trace sand and gravel, N=6 medium stiff CL 26 PID 75.5 1,3,4 N=7 3 18 Brown clayey SILT with sand and gravel, stiff 11 PID 0.0 ML 16 4,5,9 N = 1410 End of boring at 10 feet No free groundwater observed during drilling operation Latitude: Completion Depth: Sample Types: 10.0 ft Longitude: 4/13/12 Date Boring Started: Shelby Tube **Auger Cutting** Drill Rig: CME 75 Date Boring Completed: 4/13/12 Split-Spoon Hand Auger Remarks: Logged By: ΤB Rock Core Texas Cone **Drilling Contractor:** 

APPENDIX H - LABORATORY TESTS





# 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:

City of West Chicago

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

### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

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

Add the following Section to the Standard Specifications:

### "SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT

**303.01 Description.** This work shall consist of constructing an aggregate subgrade improvement.

303.02 Materials. Materials shall be according to the following.

	Item		Article/Section
(a)	Coarse Aggregate	 	1004.06
			1031

- Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.
- Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.
- Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".
- **303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.
- **303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.
- **303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).
- **303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.

- **303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.
- 303.08 Finishing and Maintenance of Aggregate Subgrade Improvement. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.
- **303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.
- **303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

- "1004.06 Coarse Aggregate for Aggregate Subgrade Improvement. The aggregate shall be according to Article 1004.01 and the following.
  - (a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete.
  - (b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.
  - (c) Gradation.
    - (1) The coarse aggregate gradation for total subgrade thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 01.

The coarse aggregate gradation for total subgrade thickness more than 12 in. (300 mm) shall be CS 01, CS 02 or RR 01(see Article 1005.01(c)).

	COA	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.		Sieve S	ize and Percent	t Passing		
Grad No.	8"	6"	4"	2"	#4	
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20	
CS 02		100	80 ± 10	25 ± 15		

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No		Sieve Si	ze and Percent	Passing	
Grad No.	200 mm	150 mm	100 mm	50 mm	4.75 mm

CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 02	1	100	80 ± 10	25 ± 15	

(2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10."

80274

# CONCRETE END SECTIONS FOR PIPE CULVERTS (BDE)

Effective: January 1, 2013

<u>Description</u>. This work shall consist of constructing cast-in-place concrete and precast concrete end sections for pipe culverts. These end sections are shown on the plans as Highway Standard 542001, 542006, 542011, or 542016. This work shall be according to Section 542 of the Standard Specifications except as modified herein.

<u>Materials</u>. Materials shall be according to the following Articles of Division 1000 – Materials of the Standard Specifications.

ltem	Article/Section
(a) Portland Cement Concrete (Note 1)	1020
(b) Precast Concrete End Sections (Note 2)	
(c) Coarse Aggregate (Note 3)	1004.05
(d) Structural Steel (Note 4)	1006.04
(e) Anchor Bolts and Rods (Note 5)	1006.09
(f) Reinforcement Bars	1006.10(a)
(g) Nonshrink Grout	1024.02
(h) Chemical Adhesive Resin System	1027
(i) Mastic Joint Sealer for Pipe	1055
(i) Hand Hole Plugs	1042.16
(I) Tialia Tible Flugs	

Note 1. Cast-in-place concrete end sections shall be Class SI, except the 14 day mix design shall have a compressive strength of 5000 psi (34,500 kPa) or a flexural strength of (800 psi) 5500 kPa and a minimum cement factor of 6.65 cwt/cu yd (395 kg/cu m).

Note 2. Precast concrete end sections shall be according to Articles 1042.02 and 1042.03(b)(c)(d)(e) of the Standard Specifications. The concrete shall be Class PC according to Section 1020, and shall have a minimum compressive strength of 5000 psi (34,000 kPa) at 28 days.

Joints between precast sections shall be produced with reinforced tongue and groove ends according to the requirements of ASTM C 1577.

- Note 3. The granular bedding placed below a precast concrete end section shall be gradation CA 6, CA 9, CA 10, CA 12, CA 17, CA 18, or CA 19.
- Note 4. All components of the culvert tie detail shall be galvanized according to the requirements of AASHTO M 111 or M 232 as applicable.
- Note 5. The anchor rods for the culvert ties shall be according to the requirements of ASTM F 1554, Grade 105 (Grade 725).

#### **CONSTRUCTION REQUIREMENTS**

The concrete end sections may be precast or cast-in-place construction. Toe walls shall be either precast or cast-in-place, and shall be in proper position and backfilled according to the applicable paragraphs of Article 502.10 of the Standard Specifications prior to the installation of the concrete end sections. If soil conditions permit, cast-in-place toe walls may be poured directly against the soil. When poured directly against the soil, the clear cover of the sides and bottom of the toe wall shall be increased to 3 in. (75 mm) by increasing the thickness of the toe wall.

- (a) Cast-In-Place Concrete End Sections. Cast-in-place concrete end sections shall be constructed according to the requirements of Section 503 of the Standard Specifications and as shown on the plans.
- (b) Precast Concrete End Sections. When the concrete end sections will be precast, shop drawings detailing the slab thickness and reinforcement layout shall be submitted to the Engineer for review and approval.

The excavation and backfilling for precast concrete end sections shall be according to the requirements of Section 502 of the Standard Specifications, except a layer of granular bedding at least 6 in. (150 mm) in thickness shall be placed below the elevation of the bottom of the end section. The granular bedding shall extend a minimum of 2 ft (600 mm) beyond each side of the end section.

Anchor rods connecting precast sections shall be brought to a snug tight condition followed by an additional 2/3 turn on one of the nuts. Match marks shall be provided on the bolt and nut to verify relative rotation between the bolt and the nut.

Method of Measurement. This work will be measured for payment as each, with each end of each culvert being one each.

Basis of Payment. This work will be paid for at the contract unit price per each for CONCRETE END SECTION, STANDARD 542001; CONCRETE END SECTION, STANDARD 542006; CONCRETE END SECTION, 542011; or CONCRETE END SECTION, 542016, of the pipe diameter and slope specified.

80311



# 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
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
<u> </u>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

- 1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.
- 2/ Effective dates apply to Contractor and subcontractor 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/otaq/retrofit/verif-list.htm">http://www.epa.gov/otaq/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

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.

80261

# DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)

Effective: September 1, 2000 Revised: August 2, 2011

<u>FEDERAL OBLIGATION</u>. 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 13.00% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217)785-4611, or by visiting the Department's website at <a href="https://www.dot.il.gov">www.dot.il.gov</a>.

<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:
  - (1) The names and addresses of DBE firms that will participate in the contract;

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

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

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

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- (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) NO AMENDMENT. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) <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 Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- The Contractor shall not (e) TERMINATION AND REPLACEMENT PROCEDURES. terminate or replace a DBE subcontractor listed in the approved Utilization Plan without This includes, but is not limited to, instances in which the prior written consent. 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.

#### **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,	CA 6, CA 9, CA 10, CA 12, CA17, CA18,							
Bedding, and Trench Backfill for Pipe	and CA 19							
Culverts and Storm Sewers								
Porous Granular Embankment, Porous	CA 7, CA 8, CA 11, CA 15, CA 16 and							
Granular Backfill, and French Drains	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 Composition	Parameter	Individual Test (includes confined edges)	Unconfined Edge Joint Density 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, IL-12.5	Ndesign < 90	92.5 – 97.4%	90.0%
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L, IL-25.0	Ndesign < 90	93.0 – 97.4%	90.0%

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

# PAVEMENT MARKING REMOVAL (BDE)

Effective: April 1, 2009

Add the following to the end of the first paragraph of Article 783.03(a) of the Standard Specifications:

"The use of grinders will not be allowed on new surface courses."

### 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."

## PLANTING WOODY PLANTS (BDE)

Effective: January 1, 2012 Revised: August 1, 2012

Revise the second sentence of Article 253.01 of the Standard Specifications to read:

"This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, evergreens, vines, and seedlings."

Revise Article 253.02(a) of the Standard Specifications to read:

"(a) Trees, Shrubs, Evergreens, Vines and Seedlings .......1081.01"

Revise the first sentence of Article 253.08(a) of the Standard Specifications to read:

"(a) Excavation for Deciduous Trees and Evergreen Trees."

Revise the first sentence of Article 253.08(b) of the Standard Specifications to read:

"(b) Excavation for Deciduous Shrubs, Evergreen Shrubs, Vines, and Seedlings."

Revise the first sentence of Article 253.13 of the Standard Specifications to read:

"All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 6 ft (2 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball."

Revise the first sentence of the second paragraph of Article 253.14 of the Standard Specifications to read:

"This period of establishment for the plants shall not delay acceptance of the entire project and final payment due if the contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities subject to this period of establishment, multiplied by their contract unit prices."

Revise the third sentence of Article 253.16 of the Standard Specifications to read:

"Trees, shrubs, evergreens, and vines will be measured as each individual plant."

Revise Article 253.17 of the Standard Specifications to read:

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

- (a) Initial Payment. Upon completion of planting, mulch covering, wrapping, and bracing, 90 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining ten percent of the pay item(s) will be paid."

Revise the first paragraph of Article 1081.01 of the Standard Specifications to read:

"1081.01Trees, Shrubs, Evergreens, Vines, and Seedlings. Trees, shrubs, evergreens, vines, and seedlings shall be according to the current standards adopted by the ANLA."

## 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 (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 0.03 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	Cambinad		Sieve	e Size	and Per	cent Pa	ssing	
of	Combined Sizes	2 1/2	2	1 3/4	1 1/2	1	1/2	No.
Concrete 1/	31262	in.	in.	in.	in.	in.	in.	4
PV <sup>2/</sup>								
	CA 5 & CA 7			100			22±12	
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
SI and SC 21								
	CA 3 & CA 7	100	95±5			55±25	20±10	$3\pm3$
	CA 3 & CA 11	100	95±5			55±25	20±10	$3\pm3$
	CA 5 & CA 7			100	98±2		22±12	
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

Class	Combined	S	ieve Siz	e (met	ric) and	Percen	t Passir	ng
of	Sizes	-:63	50	45	37.5	25	12.5	4.75
Concrete 1/	31263	mm	mm	mm	mm_	mm	mm	mm
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	$3\pm3$
	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		22±12	
	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	1002
(c) Fine Aggregate	1003
(d) Coarse Aggregate	1004

(e) Concrete Admixtures  (f) Finely Divided Minerals  (g) Concrete Curing Materials  (h) Straw	1021
(a) Concrete Curing Materials	1022
(b) Straw	1081.06(a)(1)
(i) Calcium Chloride	1013.01
(i) Calcium Chlorido IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	
1020.03 Equipment. Equipment shall be according to the following.	
Item	Article/Section
Item (a) Concrete Mixers and Trucks	
(a) Concrete Mixers and Trucks	1103.01 1103.02
(a) Concrete Mixers and Trucks	1103.01 1103.02
(a) Concrete Mixers and Trucks	1103.01 1103.02 1103.03
(a) Concrete Mixers and Trucks	1103.01 1103.02 1103.03

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.

	=	% Gradations (14)				11 20 20 20 20 20 20 20 20 20 20 20 20 20	CAS & CA /,	(5) CA 7, CA 11,				4.0 - 7.0 CA 7, CA 11,	4.0 - 6.0 CA 13, CA 14,	4.0 - 6.0 or CA 16	4.0 - 6.0	4.0 - 6.0	4.0 - 7.0 CA 7, CA 11, or CA 14	5.0 - 8.0 CA 7, CA 11, (5) or CA 14 (7)	CA7, CA11,CA 13,	5.0 - 8.0 CA 14, CA 16, or N/A CA 7 & CA 16		5.0 - 8.0	9 5
SRITERIA	Mix Design Compressive Strength	(riexural strength)	psi, minimum	Days	3 14 28	├—		(650)		3200 (600)	Article 701.17(e)(3)b.	at 48 hours	at 24 hours	at 16 hours	at 8 hours		3500 (650) at 48 hours	4000 (675)		See Section 1042	Plans		3200
IGN C	s – n	E º	<u>.</u>	.⊑	4)		2-4	(3)				2-4	2-6	2-4	2-6	2-8	2 - 4	2 - 4		1 - 4	+-	1-4	
ID MIX DES	Water / Cement	nallo	qı/qı				0.32 - 0.42	! ; ; ;				0.32 - 0.44	0.32 - 0.38	0.32 - 0.35	0.32 - 0.50	0.32 - 0.40	0.32 - 0.44	0.32 - 0.44		0.32 - 0.44		0.32 - 0.44	
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	Cement Factor	cwt/cn yd	(3)		Max		7.05					7.50 7.20 (Ty III)	8.20	7.35 (Ty III) (8)	6.25 (9)	6.75 (9)	7.50 7.20 (Ty III)	7.05		7.05 7.05 (TY III)		7.05 (TY III)	
CLASSES OF C	Cen	cwt/c		. 4	Min.	1111	5.65 (1)	6.05 (2)				6.50 6.20 (Ty III)	7.35	7.35 (Ty III) (8)	(6) 00.9	6.75 (9)	6.50 6.20 (Ty III)	6.05		5.65 5.65 (TY III)		5.65 (TY III)	
TABLE 1. (	Specification Section					420 or 421	354	423	483 662	442						-	422	503		1042	504	512	639
	Use					Pavement Base Course	Base Course Widening	Driveway Pavement	Shoulders Shoulder Curb	Pavement Patching Bridge Deck Patching (10)		PP-1	PP-2	PP-3	PP-4	PP-5	Railroad Crossing	Bridge Superstructure Bridge Approach Slab	Various Precast Concrete Items	Wet Cast Dry Cast	Precast Prestressed Members	Precast Prestressed Piles and	Precast Prestressed Sight Screen
	Class	5				<u>u.</u> u	P		0, 0)	PP H							HH.	BS E		S		S	

								T									
	Coarse Aggregate Gradations	(14)		5.0 - 8.0 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.	CA 3 & CA 11, CA 5 & CA 7.	CA 5 & CA 11,	CA 7, CA 11, CA 13,	(13)			-
	Air Content %			5.0 - 8.0		Optional	6.0 max.			5.0 - 8.0	(2)						
	n rength ngth)	E	28												_		
ERIA	Mix Design Compressive Strength (Flexural Strength)	psi, minimum Davs	4	4000 (675)		3500	(650)			3500	(029)						
N CRIT	M Compre (Flexi	S	3														
DESIG	ω-⊐E	j. 'ë	₹	(9) (6)		3-5				2 - 4							
AND MIX	Water / Cement Ratio	ql/ql		0.32 - 0.44		0.32 - 0.44				0.32 - 0.44							
ONCRETE	±. ₹	2	Max	7.05		7.05				7.05							
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA	Cement	(3) (3)	Min.	6.65	. :	5.65 (1)	6.05 (2)	815 L. 42.		5.65 (1)	6.05 (2)		T		.212	. :::	
TABLE 1. C	Specification Section Reference		1	516 512 734	837	503		503 424 511	512	540 542	909	637	734		836	878	
	Use			Drilled Shaff (12) Metal Shell Piles (12) Sign Structures	Drilled Shaft (12) Light Tower Foundation (12)	Seal Coat		Structures (except Superstructure) Sidewalk Stone Wall	Encasement	Box Culverts End Section and Collar	Curb, Gutter, Curb & Gutter, Median, and Paved Ditch	Concrete Barrier	Sign Structures	Spread Foundation	Pole Foundation (12)	Traffic Signal Foundation	Drilled Shaft (12) Sourere or Bectangular
	Class of Conc.			SO		SC				ಶ							

Notes:

For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, he cement factor shall be increased by ten percent. ruck-mixed or shrink-mixed. £0€

, the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 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-/2 in. if the high range water-reducing admixture is the polycarboxylate type. 4

he 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. (2)

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. 5

In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I or II portland cement. 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

For Class PP concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, 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. except CA 11 may be used for full-depth patching. (0)

The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles. (H)

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 (12)

parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between (13)

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

	Coarse Aggregate Gradations	(14)		CA 5 & CA 7,	CA 5 & CA 11, CA 7, CA 11, or CA 14			4.0 - 7.0 CA 13, CA 14,	4.0 - 6.0 or CA 16				CA 7, CA 11, or CA 14	5.0 - 8.0   CA 7, CA 11, (5)   or CA 14 (7)	CA7, CA11, CA13,	CA 7 & CA 16, 01	CA 11 (11),	3.0 - 8.0 CA 13, CA 14 (11), or CA 16	
	Air Content %	-			5.0 - 8.0 (5)			4.0 - 7.0	4.0 - 6.0	4.0 - 6.0	4.0 - 6.0	4.0 - 6.0	4.0 - 7.0	5.0 - 8.0 (5)	0 0 0	N/A = 0.0			
ERIA (metric)	Mix Design Compressive Strength (Flexural Strength)	KPa, minimum Davs	3 14 28		24,000 (4500) (4500)	22,100 (4150)	Article 701.17(e)(3)b.	at 48 hours	at 24 hours	at 16 hours	at 8 hours	at 4 hours	24,000 (4500) at 48 hours	27,500 (4650)	See Section 1049	2401 110112	Plans	34,500	24,000
IGN CRIT	S — n E s	<u>.</u>	mm (4)	007	50 - 100			50 - 100	50 - 150	50 - 100	50 - 150	50 - 200	50 - 100	50 - 100 (5)	25 - 100	0-25		25 - 100	
MIX DESI	Water / Cement Ratio	kg/kg		0,000	0.32 - 0.42			0.32 - 0.44 50 - 100	0.32 - 0.38   50 - 150	0.32 - 0.35 50 - 100	0.32 - 0.50   50 - 150	$0.32 - 0.40 \mid 50 - 200$	0.32 - 0.44	0.32 - 0.44	0.32 - 0.44   25 - 100	0.25 - 0.40		0.32 - 0.44   25 - 100	
TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)	ent tor	E G	Max		418			445 425 (Ty III)	485	435 (Ty III) (8)	370 (9)	(6) 004	445 425 (Ty III)	418	718	418 (TY III)	440	418 418 (TY III)	
ASSES OF CO	Cement Factor	kg/cn m (3)	Min.		335 (1) 360 (2)		i.	385 365 (Ty III)	435	(8)	355 (9)	400 (9)	385 365 (Ty III)	360	225	335 (TY III)	200	335 (TY III)	
BLE 1. CL/	Specification Section Reference			420 or 421 353	354 423 483 653	442							422	503	1042	4	504	512	639
TAI	Use				Base Course Widening Driveway Pavement Shoulders Chandage Court	Pavement Patching Bridge Deck Patching (10)		PP-1	PP-2	PP-3	PP-4	PP-5	Railroad Crossing	Bridge Superstructure Bridge Approach Slab	Various Precast Concrete Items	Wel Cast Dry Cast	Precast Prestressed Members	Precast Prestressed Piles and	Precast Prestressed Sight Screen
	Class of Conc.				<u>₹</u>	g.							RR	BS	ú	2		PS	

	-	_				
	<u>S</u>	SC	DS		Class of Conc.	
Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch	Seal Coat	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)		Use	TAI
637 734 836 878	503 424 511 512 540 542 606	503	516 512 734 837		Specification Section Reference	BLE 1. CLAS
	335 (1) 360 (2)	335 (1) 360 (2)	395	Min.	Cement Factor	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)
	418	418	418	Max	3 7⊋	CRETE AN
	0.32 - 0.44	0.32 - 0.44	0.32 - 0.44	kg/kg	Water / Cement Ratio	D MIX DES
	50 - 100 (5)	75 - 125	150 -200 (6)	mm (4)	3 = - o	IGN CRIT
<u> </u>	tr rainta santanir	<u> </u>		ω 	Compr (Flex	ERIA (
	24,000 (4500)	24,000 (4500)	27,500 (4650)	kPa, minimum Days 14	Mix Design Compressive Strength (Flexural Strength)	metric)
				28	rength ngth)	
	5.0 - 8.0 (5)	Optional 6.0 max.	5.0 - 8.0		Air Content %	
CA 7, CA 11, CA 13, CA 14, or CA 16 (13)	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 7,	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, or CA 11	CA 13, CA 14, CA 16, or a blend of these gradations.	(14)	Coarse Aggregate Gradations	

Notes:

- @ <del>(2)</del> Central-mixed
  - Truck-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 increased to 215 mm if the high range water-reducing admixture is the polycarboxylate type. Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be
- <u>6</u>5 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.
- 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. If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 200 - 250 mm at the
- $\Box$ except CA 11 may be used for full-depth patching. For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16
- 8 replaced with Type I or II portland cement. microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of
- (9) Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5. The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid
- (10) For Class PP 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. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa compressive or 4,650 kPa flexural.
- (11)The nominal maximum size permitted is 19 mm. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- (12)the 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. At
- (13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note
- (14)Alternate combinations of gradation sizes may be used with the approval of the Engineer. 1004.02(d) for additional information on combining sizes Refer also to Article

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 The Department will also maintain an Approved List of Concrete Article 1019.02. 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.

- a. Measurements of GGBF slag and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).
- b. When GGBF slag is used in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC and SI concrete, the amount of portland cement replaced shall not exceed 35 percent by weight (mass).
- c. GGBF slag may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.

- (3) Microsilica. At the Contractor's option, microsilica may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.
  - Microsilica shall be used in Class PP-3 concrete according to Article 1020.04.
- (4) High Reactivity Metakaolin (HRM). At the Contractor's option, HRM may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.
- (5) Mixtures with Multiple Finely Divided Minerals. Except as specified for Class PP-3 concrete, the Contractor has the option to use more than one finely divided mineral in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete as follows.
  - a. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 35.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed ten percent. The finely divided mineral in the portland-pozzolan cement or portland blast-furnace slag blended cement shall apply to the maximum 35.0 percent.
  - b. Central Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 535 lbs/cu yd (320 kg/cu m).
  - c. Truck-Mixed or Shrink-Mixed. For Class PV, 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.

Aggregate Groups				
Coarse Aggregate or	Fine Aggregate Or			
Coarse Aggregate Blend	Fine Aggregate Blend			
	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.

Reduction of Risk for Deleterious Alkali-Silica Reaction						
Aggregate		N	lixture Optior	<del>,</del>		
Groups	Option 1	Option 2	Option 3	Option 4	Option 5	
Group I	Mixture options are not applicable. Use any cement or finely divided mineral.					
Group II	X	x x x x x				
Group III	Х	Combine Option 2 with Option 3	Combine Option 2 with Option 3	Х	Х	
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 $_2$ O + 0.658K $_2$ O) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

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

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

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

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

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

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

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

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

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

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

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, 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. consolidating 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	CURING AND PROTECTION O	F CONCRETE (	CONSTRUCTION
TYPE OF CONSTRUCTION	CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete 11/			
Pavement Shoulder	1020.13(a)(1)(2)(3)(4)(5) 3/5/	3	1020.13(c)
Base Course Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) 2/	3	1020.13(c)
Driveway Median Barrier Curb Gutter Curb & Gutter Sidewalk Slope Wall Payed 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) 21	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	1020.13(a)(5)	7	1020.13(d)(1)(2) <sup>17/</sup>
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) 1/7/	7	1020.13(d)(1)(2)
Pump Houses	1020.13(a)(1)(2)(3)(4)(5) 1/	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) 4/6/	7	1020.13(d)(1)(2) 18/
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete 11/			
Bridge Slabs Piles and Pile Caps Other Structural Members	1020.13(a)(3)(5) 9/10/	As <sup>13/</sup> Required	9/
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	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 wit 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 P	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 °F (2 °C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

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

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

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

(3) Protection Method III. As soon as the surface is sufficiently set to prevent marring, the concrete shall be covered with 12 in. (300 mm) of loose, dry straw followed by a layer of impermeable covering. The edges of the covering shall be sealed to prevent circulation of air and prevent the cover from flapping or blowing. The protection shall remain in place until the concrete is seven days old. If construction operations require removal, the protection removed shall be replaced immediately after completion or suspension of such operations.

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

(a) Concrete other than Structures. Concrete may be placed when the air temperature is above 35 °F (2 °C) and rising, and concrete placement shall stop when the falling temperature reaches 40 °F (4 °C) or below, unless otherwise approved by the Engineer.

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

- (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 °F (4 °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.

80279

### 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.

#### SCHEDULE A

CONTRACTOR PLANT SAMPLING AND TESTING				
Item	Test	Frequency	IL Modified AASHTO or Department Test Method 1/	
Aggregates (Arriving at Plant)	Gradation <sup>2/</sup>	As needed to check source for each gradation number	2, 11, 27, and 248	
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation <sup>2/</sup>	2,500 cu yd (1,900 cu m) for each gradation number <sup>3/</sup>	2, 11, 27, and 248	
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture <sup>4/</sup> : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or 255	
	Moisture <sup>4/</sup> : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or 255	
Mixture <sup>5/</sup>	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) L-Box (SCC) Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 SCC-1 and SCC-2 SCC-1 and SCC-2 SCC-1 and SCC-3 SCC-1 and SCC-4 T 141 and T 309	
Mixture (CLSM) 7/	Flow Air Content Temperature	As needed to control production	Illinois Test Procedure 307	

- 1/ Refer to the Department's "Manual of Test Procedures for Materials".
- 2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.
- 3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.
  - One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.
- 4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.

5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

The Contractor may also perform other available self-consolidating concrete (SCC) tests at the plant to control mixture production.

- 6/ The Contractor shall select the J-Ring or L-Box test for plant sampling and testing.
- 7/ The Contractor may also perform strength testing according to Illinois Test Procedure 307.

# SCHEDULE B

CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
	TAUTOR 1003111			
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant 21	IL Modified AASHTO Test Method	
Pavement, Shoulder, Base Course,	Slump 3/4/	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119	
Base Course Widening, Driveway Pavement,	Air Content 3/5/	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Railroad Crossing, Cement Aggregate Mixture II	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
Bridge Approach Slab <sup>9/</sup> , Bridge Deck <sup>9/</sup> ,	Slump <sup>3/4/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119	
Bridge Deck Overlay  9/ Superstructure 9/,	Air Content 3/ 5/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation,	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
Pavement Patching, Structural Repairs				
Seal Coat	Slump <sup>3/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119	
	Air Content 3/5/6/	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	T 141 and T 152 or T 196	
	Compressive Strength <sup>7/8/</sup> or Flexural	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and	
	Strength 7/8/	minimum i/uay	T 23	

CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
Curb, Gutter, Median,	Slump <sup>3/ 4/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119	
Barrier, Sidewalk, Slope Wall,	Air Content 3/ 5/ 6/	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Paved Ditch, Fabric Formed Concrete Revetment Mat <sup>107</sup> , Miscellaneous Items, Incidental Items	Compressive Strength <sup>7/8/</sup> or Flexural Strength <sup>7/8/</sup>	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
The Item will use a Self- Consolidating Concrete Mixture	Slump Flow <sup>3/</sup> VSI <sup>3/</sup> J-Ring <sup>3/11/</sup> L-Box <sup>3/11/</sup>	Perform at same frequency that is specified for the Item's slump	SCC-1 & SCC-2 SCC-1 & SCC-2 SCC-1 & SCC-3 SCC-1 & SCC-4	
The Item will use a Self- Consolidating Concrete Mixture	HVSI <sup>127</sup>	Minimum 1/day at start of production for that day	SCC-1 and SCC-6	
The Item will use a Self- Consolidating Concrete Mixture	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	SCC-1 and SCC-8 (Option C)	
The Item will use a Self- Consolidating Concrete Mixture	Air Content 3/ 5/ 6/	Perform at same frequency that is specified for the Item's air content	SCC-1 and T 152 or T 196	
The Item will use a Self- Consolidating Concrete Mixture	Compressive Strength 7/ 8/ or Flexural Strength 7/8/	Perform at same frequency that is specified for the Item's strength	SCC-1, T 22 and T 23 or SCC-1, T 177 and T 23	
All	Temperature <sup>3/</sup>	As needed to control production	T 141 and T 309	
Controlled Low-Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) <sup>13/</sup> , and Temperature	First truck load delivered and as needed to control production thereafter	Illinois Test Procedure 307	

1/ Sampling and testing of small quantities of curb, gutter, median, barrier, sidewalk, slope wall, paved ditch, miscellaneous items, and incidental items may be waived by the Engineer if requested by the Contractor. However, quality control personnel are still required according to Article 1020.16(c)(1) The Contractor shall also provide recent evidence that similar material has been found to be satisfactory under normal sampling and testing procedures. The total quantity that may be waived for testing shall not exceed 100 cu yd (76 cu m) per contract.

If the Contractor's or Engineer's test result for any jobsite mixture test is not within the specification limits, all subsequent truck loads delivered shall be tested by the Contractor until the problem is corrected.

2/ If one mix design is being used for several construction items during a day's production, one testing frequency may be selected to include all items. The construction items shall have the same slump, air content, and water/cement ratio specifications. For self-consolidating concrete, the construction items shall have the same slump flow, visual stability index, J-Ring, L-Box, air content, and water/cement ratio specifications. The frequency selected shall equal or exceed the testing required for the construction item.

One sufficiently sized sample shall be taken to perform the required test(s). Random numbers shall be determined according to the Department's "Method for Obtaining Random Samples for Concrete". The Engineer will provide random sample locations.

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyored. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is >3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on form BMPR MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.
- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.

- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.
- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

# SCHEDULE C

ENGINEER QUALITY ASSURANCE INDEPENDENT SAMPLE TESTING			
Location	Measured Property	Testing Frequency 1/	
Plant	Gradation of aggregates stored in stockpiles or bins, Slump and Air Content	As determined by the Engineer.	
Jobsite	Slump, Air Content, Slump Flow, Visual Stability Index, J-Ring, L-Box, Hardened Visual Stability Index, Dynamic Segregation Index and Strength	As determined by the Engineer.	
	Flow, Air Content, Strength (28-day), and Dynamic Cone Penetration for Controlled Low-Strength Material (CLSM)	As determined by the Engineer	

ENGINEER QUALITY ASSURANCE SPLIT SAMPLE TESTING		
Location	Measured Property	Testing Frequency 1/
Plant	Gradation of aggregates stored in stockpiles or bins 21	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 10% of total tests required of the Contractor will be performed per aggregate gradation number and per plant.
	Slump and Air Content	As determined by the Engineer.
Jobsite	Slump <sup>2/</sup> , Air Content <sup>2/ 3/</sup> , Slump Flow <sup>2/</sup> , Visual Stability Index <sup>2/</sup> , J-Ring <sup>2/</sup> and L-box <sup>2/</sup> Hardened Visual Stability	At the beginning of the project, the first three tests performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.  As determined by the Engineer.
	Index <sup>2/</sup> Dynamic Segregation Index <sup>2/</sup>	As determined by the Engineer.
	Strength <sup>2/</sup>	At the beginning of the project, the first test performed by the Contractor. Thereafter, a minimum of 20% of total tests required of the Contractor will be performed per plant, which will include a minimum of one test per mix design.
	Flow, Air Content, and Strength (28-day) for Controlled Low-Strength Material (CLSM)	As determined by the Engineer.

- 1/ The Engineer will perform the testing throughout the period of quality control testing by the Contractor.
- 2/ The Engineer will witness and take immediate possession of or otherwise secure the Department's split sample obtained by the Contractor.
- 3/ Before transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant. After transport by pump or conveyor, a minimum of 20 percent of total tests required of the Contractor will be performed per mix design and per plant.

## SCHEDULE D

# CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

- (a) Model Quality Control Plan for Concrete Production (\*)
- (b) Qualifications and Duties of Concrete Quality Control Personnel (\*)
- (c) Development of Gradation Bands on Incoming Aggregate at Mix Plants (\*)
- (d) Required Sampling and Testing Equipment for Concrete (\*)
- (e) Method for Obtaining Random Samples for Concrete (\*)
- (f) Calibration of Concrete Testing Equipment (BMPR PCCQ01 through BMPR PCCQ09) (\*)
- (g) Water/Cement Ratio Worksheet (BMPR PCCW01) (\*)
- (h) Field/Lab Gradations (MI 504M) (\*)
- (i) Concrete Air, Slump and Quantity (BMPR MI654) (\*)
- (i) P.C. Concrete Strengths (BMPR MI655) (\*)
- (k) Aggregate Technician Course or Mixture Aggregate Technician Course (\*)
- (I) Portland Cement Concrete Tester Course (\*)
- (m) Portland Cement Concrete Level I Technician Course Manual of Instructions for Concrete Testing (\*)
- (n) Portland Cement Concrete Level II Technician Course Manual of Instructions for Concrete Proportioning (\*)
- (o) Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures (\*)
- (p) Manual of Test Procedures for Materials
- \* Refer to Appendix C of the Manual of Test Procedures for Materials for more information."

# 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.

# SYNTHETIC FIBERS IN CONCRETE GUTTER, CURB, MEDIAN, AND PAVED DITCH (BDE)

Effective: November 1, 2012

Add the following to Article 606.02 of the Standard Specifications.

- (h) Synthetic Fibers (Note 1)

Note 1. Synthetic fibers may be used in the concrete mixture for slipform applications. Synthetic fibers shall be Type III according to ASTM C 1116. The synthetic fiber shall have a minimum length of 1/2 in. (13 mm) and a maximum length of 0.75 in. (19 mm).

The synthetic fibers shall be added to the concrete and mixed per the manufacturer's recommendation. The maximum dosage rate in the concrete mixture shall be 1.5 lb/cu yd (0.9 kg/cu m).

The Department will maintain an "Approved List of Synthetic Fibers"."

Revise the second paragraph of Article 606.11 of the Standard Specifications to read:

"Forms shall be removed within 24 hours after the concrete has been placed, and minor defects shall be filled with grout consisting of one part cement and two parts sand mixed with water."

# 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.

# TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

Add the following paragraph after the first paragraph of Article 107.23 of the Standard Specifications:

"Within 48 hours of the application of pesticides, including but not limited to herbicides, insecticides, algaecides, and fungicides, the Contractor shall complete and return to the Engineer, Operations form "OPER 2720"."

# 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."

## WARM MIX ASPHALT (BDE)

Effective: January 1, 2012 Revised: November 1, 2012

<u>Description</u>. 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 1/

Table 1: Illinois Medited / Vicinio Tez i Trequiremente			
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  % passing sieves:	1 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
7/2 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 Note 2.	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
VMA	Day's production	N/A	Illinois-Modified
Note 3.	≥ 1200 tons:		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		
Bulk Specific Gravity of Gyratory Sample	≥ 1200 tons:  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 haif day of production	1 per day	Illinois-Modified AASHTO T 209
	Day's production < 1200 tons:  1 per half day of production for first		
	2 days and 1 per day thereafter (first sample of the day)		

Note 1. The No. 8 (2.36 mm) and No. 30 (600  $\mu$ 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 35 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.