### **BID PROPOSAL 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.

#### 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 <a href="mailto:DOT.D&Econtracts@illlinois.gov">DOT.D&Econtracts@illlinois.gov</a>

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or <a href="mailto:Timothy.Garman@illinois.gov">Timothy.Garman@illinois.gov</a>.

#### 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. It has the item number in large bold type 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 suer 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 if you are awarded the project.
- 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.

#### **BID SUBMITTAL CHECKLIST**

Cover page (the sheet that has the item number on it) – This should be the first page of your bid proposal, followed by your bid (the Schedule of Prices/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) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.
After page 4 – Insert the following documents: The Illinois Office Affidavit (Not applicable to federally funded projects) followed by Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don't know where it goes, put it after page 4.
☐ 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 name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category 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 completed Form A.
Pages 14-17 (Form A) – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. Do not staple the forms together. If you answered "NO" to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
Page 18 (Form B) - If you check "YES" to having other current or pending contracts it is acceptable to use the phrase, "See Affidavit of Availability on file". Ownership Certification (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
☐ <b>Page 20 (Workforce Projection)</b> – Be sure to include the Duration of the Project. It is acceptable to use the phrase "Per Contract Specifications".

☐ <b>Proposal Bid Bond</b> – (Insert after the proposal signature page) Submit you using the current Proposal Bid Bond form provided in the proposal package. T the Proposal Bid Bond. If you are using an electronic bond, include your bid bothe Proof of Insurance printed from the Surety's Web Site.	he Power of Attorney page should be stapled to
☐ <b>Disadvantaged Business Utilization Plan and/or Good Faith Effort</b> – Th Utilization Plan (SBE 2026), followed by the DBE Participation Statement (SBE documentation of a Good Faith Effort, it is to follow the SBE Forms.	
The Bid Letting is now available in streaming Audio/Video from the IDOT the main page of the current letting on the day of the Letting. The stream will no bids does not begin until approximately 10:30 AM.	<b>Web Site.</b> A link to the stream will be placed on not begin until 10 AM. The actual reading of the
Following the Letting, the As-Read Tabulation of Bids will be posted by the end Web page for the current letting.	d of the day. You will find the link on the main
QUESTIONS: pre-letting up to execution of the contract	
Contractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	
Estimates Unit	
Aeronautics	
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302
QUESTIONS: following contract execution	
Subcontractor documentation, payments	217-782-3413
Railroad Insurance	217-785-0275

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Proposal Submitted By
Name
Address
City

# Letting April 25, 2014

# 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. 63874 KANE County Section 08-00386-00-BR Route FAU 2331 (French Road) Project BROS-0089(150) District 1 Construction Funds

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

Prepared by

Checked by

(Printed by authority of the State of Illinois)

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**PROPOSAL** 

#### TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of	
Taxpayer Identification Number (Mandatory)	
For the improvement identified and advertised for bids in the Invitation for Bids as:	
Contract No. 63874  KANE County Section 08-00386-00-BR  Project BROS-0089(150)  Route FAU 2331 (French Road)  District 1 Construction Funds	

This project consists of the removal of the existing bridge and the construction of a new bridge, including approach pavement construction, pavement removal and reconstruction, placement of embankment, shoulder construction, guardrail installation, pavement markings and landscaping located on French Road over Burlington Creek, 0.90 miles south of IL Route 72.

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 will govern performance and payments.

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder 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 bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder 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, or as specified in the special provisions, 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 c		roposal luaranty
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\$	3400,000
\$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	000,008
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000\$	3900,000
\$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 bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid 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 will fail to execute a contract bond as required herein, it is hereby	y agreed that the amount of	the proposal guaranty will become the
property of the State of Illinois, and shall be considered as payment of damages due	e to delay and other causes	s suffered by the State because of the
failure to execute said contract and contract bond; otherwise, the bid bond will bec	ome void or the proposal	guaranty check will be returned to the
undersigned.		

undersigned.		sine told of the proposal guaranty officer, will be foldined to the
Attach Cashier's C	heck or Certif	ied Check Here
In the event that one proposal guaranty check is intended to cover two of the proposal guaranties which would be required for each individual proposal, state below where it may be found.		
The proposal guaranty check will be found in the bid proposal for:	Item	
	Section No.	
	County	

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

6.	following the comb proportion	combination bid not to the total contraction to the bic contraction	OS. The undersigned bidder further agrees that if awarded the on, he/she will perform the work in accordance with the requirement specified in the schedule below, and that the combination bid is submitted for the same. If an error is found to exist in the gross a combination, the combination bid shall be corrected as provide	ents of each individual contract comprising shall be prorated against each section in s sum bid for one or more of the individual										
		When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.												
	If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.													
			Schedule of Combination Bids											
Combination No. Sections Included in Combination  Combination Bid Dollars C														
	110.		Geotions included in Combination	Dollars Cents										
7.	schedule all extens schedule is an erro will be man The sche provided	of prices f sions and are approx or in the ex ade only for eduled qual elsewhere	RICES. The undersigned bidder submits herewith, in accordant or the items of work for which bids are sought. The unit prices I summations have been made. The bidder understands that ximate and are provided for the purpose of obtaining a gross surtension of the unit prices, the unit prices will govern. Payment to ractual quantities of work performed and accepted or materials ntities of work to be done and materials to be furnished may be in the contract.	bid are in U.S. dollars and cents, and the quantities appearing in the bid in for the comparison of bids. If there is the contractor awarded the contract is furnished according to the contract. Increased, decreased or omitted as										
8.	500/20-43	3) provides	O BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Proceeds that a person (other than an individual acting as a sole proprieto state of Illinois prior to submitting the bid.											
9.	<b>EXECUTION OF CONTRACT</b> : 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.													
10.	The serv	ices of a s	subcontractor will be used.											
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	their		contractors with subcontracts with an annual value of more than fress, general type of work to be performed, and the dollar allocat 0-120)											

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ILLINOIS DEPARTMENT OF TRANSPORTATION SCHEDULE OF PRICES C-91-270-09

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

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.

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

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.

	I acknowledge.	understand and	accept these	terms and	conditions.
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#### 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

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 State 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 State 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.

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. Information concerning the exemption process is available from the Department upon request.

#### B. Negotiations

Section 50-15. Negotiations.

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.

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

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.

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

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.

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

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.

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

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.

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

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.

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.

☐ I acknowledge, understand and accept these terms and conditions for the above assurances.

#### **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

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 2012.
- (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.

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

#### B. Felons

Section 50-10. Felons.

- (a) 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.
- (b) 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

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

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 subcontract 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

Section 3 of the Educational Loan Default Act provides 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.

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

Section 33E-11 of the Criminal Code of 2012 provides:

- (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.
- (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.

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

Section 5 of the International Anti-Boycott Certification Act provides 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.

The bidder makes the certification set forth in Section 5 of the Act.

#### I. Drug Free Workplace

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.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the

#### J. Disclosure of Business Operations in Iran

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 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 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 appro	priate 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.

NA-FEDERAL		

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

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

Sections 20-160 and 50-37 of the 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 bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.

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

#### M. Lobbyist Disclosure

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

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

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

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

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

	Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.
Or	
	Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:
	l address of person:ees, compensation, reimbursements and other remuneration paid to said person:
☐ Lackn	owledge, understand and accept these terms and conditions for the above certifications.

#### 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? YES NO
3.	Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES NO
4.	Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES NO
	(Note: Only one set of forms needs to be completed <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		
O'the Otate 7's		
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). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$25,000, and for all open-ended contracts. A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.

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

#### DISCLOSURE OF FINANCIAL INFORMATION

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

FOR	NDIVIDUAL (	type or print information)		
	NAME:			
	ADDRESS			
	Type of owner	ship/distributable income share	:	
	stock	sole proprietorship	Partnership	other: (explain on separate sheet):
	% or \$ value of	ownership/distributable income sh	nare:	

- 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 ves, 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 Yes \_\_\_No \_\_ Toll Highway Authority?
- 2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor provide the name the State agency for which you are employed and your annual salary.

3.	If you are currently appointed to or employed by any agency of the 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 amount 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 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 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 salary exceeds 60 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 salary exceeds 60	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 in 15% in the
		Yes No
unit of	e status; the holding of elective office of the State of Illinois, the govern government authorized by the Constitution of the State of Illinoicurrently or in the previous 3 years.	
	nship to anyone holding elective office currently or in the previous 2 ye daughter.	ears; spouse, father, mother, YesNo
Americ of the S	tive office; the holding of any appointive government office of the State a, or any unit of local government authorized by the Constitution of the State of Illinois, which office entitles the holder to compensation in exceptage of that office currently or in the previous 3 years.	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

son, or daughter.	YesNo
(i) Compensated employment, currently or in the previous committee registered with the Secretary of State or any caction committee registered with either the Secretary of State or any or action committee registered with either the Secretary of State or any or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary of State or action committee registered with either the Secretary or action committee registered with either the secretary or action committee registered with either the secretary or action committee registered wit	county clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or clast 2 years by any registered election or re-election comcounty clerk of the State of Illinois, or any political action State or the Federal Board of Elections.	mittee registered with the Secretary of State or any committee registered with either the Secretary of
	Yes No
Communication Disclosure.	
Section 2 of this form, who is has communicated, is comemployee concerning the bid or offer. This disclosure is a	ner agent of the bidder or offeror who is not identified in municating, or may communicate with any State officer or continuing obligation and must be promptly supplemented erm of the contract. If no person is identified, enter "None"
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:	
Track of displace of the second of the secon	
ADDU LOADUE OTATEMENT	
APPLICABLE STATEMENT  This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Und	lor
penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of 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 the criteria that would require the completion of this Form A.	meet
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 Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in this information shall become part of the public excess of \$25,000, and for all open-ended DISCLOSURE OF OTHER OF	licly available contract file. This For	m B must be completed for bi	ds
Identifying Other Contracts & Procure has any pending contracts (including leases	ement Related Information. The Bl s), bids, proposals, or other ongoing No	DDER shall identify whether i procurement relationship with	t
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			
THE FOL	LOWING STATEMENT MUST BE	CHECKED	
	Signature of Authorized Representative	Date	_
	OWNERSHIP CERTIFICATION	<u>ON</u>	
Please certify that the following staten 100% of ownership.	nent is true if the individuals for all	submitted Form A disclosures	s do not total
	erest is held by individuals receivi outive income or holding less than a		the bidding
☐ Yes ☐ No ☐ N/A (F	Form A disclosure(s) established 10	0% ownership)	

#### **SPECIAL NOTICE TO CONTRACTORS**

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

#### CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Section 7.2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts adopted as amended on September 17, 1980. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



TRAINEES

Contract No. 63874
KANE County
Section 08-00386-00-BR
Project BROS-0089(150)
Route FAU 2331 (French Road)
District 1 Construction Funds

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

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

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

Contract No. 63874 KANE County Section 08-00386-00-BR Project BROS-0089(150) Route FAU 2331 (French Road) 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.		nat 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 new hires wou	located; 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 projection of numbers		
	The undersigned bidder estimates that (number)be directly employed by the prime contractor and that employed by subcontractors.	(number)	persons will be
PART I	III. AFFIRMATIVE ACTION PLAN		
A.	The undersigned bidder understands and agrees that utilization projection included under <b>PART II</b> is determin any job category, and in the event that the underscommencement of work, develop and submit a writ (geared to the completion stages of the contract) will utilization are corrected. Such Affirmative Action Planthe <b>Department of Human Rights</b> .	ined to be an underutiliza signed bidder is awarded tten Affirmative Action P whereby deficiencies in	tion of minority persons or women this contract, he/she will, prior to lan including a specific timetable minority and/or female employee
B.	The undersigned bidder understands and agrees that is submitted herein, and the goals and timetable included to be part of the contract specifications.		
Compa	pany	Telephone Numb	per
Addres			
	NOTICE REGARD	NG SIGNATURE	
	Bidder's signature on the Proposal Signature Sheet will consti- completed only if revisions are required.	tute the signing of this form.	The following signature block needs
Signat	uture:	Title:	Date:
Instructi	tions: All tables must include subcontractor personnel in addition	to prime contractor personnel.	
Table A	A - Include both the number of employees that would be hire (Table B) that will be allocated to contract work, and include should include all employees including all minorities, appre	de all apprentices and on-the-jol	b trainees. The "Total Employees" column
Table B	<ul> <li>Include all employees currently employed that will be allocated currently employed.</li> </ul>	ated to the contract work includi	ng any apprentices and on-the-job trainees
Table C	C - Indicate the racial breakdown of the total apprentices and c	n-the-job trainees shown in Tab	ole A.
			DO 4050 (D. 4044405)

### **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. 63874 KANE County Section 08-00386-00-BR Project BROS-0089(150) Route FAU 2331 (French Road) District 1 Construction Funds

#### PROPOSAL SIGNATURE SHEET

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

	Firm Name	
(IF AN INDIVIDUAL)	Signature of Owner	
	Business Address	
	Firm Name	
	Ву	
(IF A CO-PARTNERSHIP)	Business Address	
		Name and Address of All Members of the Firm:
	Corporate Name	
	Ву	Signature of Authorized Representative
(IF A CORPORATION)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE	Business Address	
SECOND PARTY SHOULD SIGN BELOW)	2400007.444.000	
	Corporate Name	
	Ву	
(IF A JOINT VENTURE)		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
	Attest	Signature
	Business Address	
	_ 30000 / 1000	
If more than two parties are in the joint venture,	please attach an addit	ional signature sheet.

# **Return with Bid**



# Division of Highways Annual Proposal Bid Bond

This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on	and shall be valid until 11:59 PM (CDST).
KNOW ALL PERSONS BY THESE PRESENTS, That We	
as PRINCIPAL, and	
price, or for the amount specified in the bid proposal under "	ne STATE OF ILLINOIS in the penal sum of 5 percent of the total bid 'Proposal Guaranty" in effect on the date of the Invitation for Bids, d STATE OF ILLINOIS, for the payment of which we bind ourselves,
	SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to tof Transportation, for various improvements published in the e.
the time and as specified in the bidding and contract document into a contract in accordance with the terms of the bidding ar coverages and providing such bond as specified with good and the prompt payment of labor and material furnished in the prosenter into such contract and to give the specified bond, the P penalty hereof between the amount specified in the bid propo	d proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within its; and if, after award by the Department, the PRINCIPAL shall enter and contract documents including evidence of the required insurance I sufficient surety for the faithful performance of such contract and for secution thereof; or if, in the event of the failure of the PRINCIPAL to RINCIPAL pays to the Department the difference not to exceed the sal and such larger amount for which the Department may contract oposal, then this obligation shall be null and void, otherwise, it shall
preceding paragraph, then Surety shall pay the penal sum to t Surety does not make full payment within such period of time	PAL has failed to comply with any requirement as set forth in the he Department within fifteen (15) days of written demand therefor. If e, the Department may bring an action to collect the amount owed. If attorney's fees, incurred in any litigation in which it prevails either in
In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer day of A.D.,	In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  day of A.D.,
(Company Name)	(Company Name)
Ву	Ву
(Signature and Title)	(Signature of Attorney-in-Fact)
Notary for PRINCIPAL	Notary for SURETY
STATE OF	STATE OF
COUNTY OF	COUNTY OF
Signed and attested before me on (date)	Signed and attested before me on (date)
by	
(Name of Notary Public)	(Name of Notary Public)
(Seal) (Signature of Notary Public)	(Seal) (Signature of Notary Public)
(Date Commission Expires)	(Date Commission Expires)

signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety
are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By

Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.

# Illinois Department of Transportation

# **Return with Bid**

# Division of Highways Proposal Bid Bond

		Item No.	
		Letting Date	te
(NOW ALL PERSONS BY TH	HESE PRESENTS, That We		
as PRINCIPAL, and			
he amount specified in the bi	y, severally and firmly bound unto the ST d proposal under "Proposal Guaranty" in STATE OF ILLINOIS, for the payment of	effect on the date of the Invitation for	or Bids, whichever is the lesser sum, wel
	FOREGOING OBLIGATION IS SUCH the Expartment of Transportation, for the improper transportation for the Expartment of Transportation, for the Improvement of Transportation for Improvement of Improvement		
specified in the bidding and count the terms of the bidding a with good and sufficient sure prosecution thereof; or if, in the pays to the Department the difference of the properties of the Department the difference of the Department the De	e Department shall accept the bid propo ontract documents; and if, after award b and contract documents including evidenc ty for the faithful performance of such one event of the failure of the PRINCIPAL iference not to exceed the penalty hereof intract with another party to perform the volume	y the Department, the PRINCIPAL ce of the required insurance coverage contract and for the prompt payment to enter into such contract and to between the amount specified in the	shall enter into a contract in accordance ges and providing such bond as specified nt of labor and material furnished in the give the specified bond, the PRINCIPAL e bid proposal and such larger amount fo
hen Surety shall pay the pen vithin such period of time, the	tment determines the PRINCIPAL has fatal sum to the Department within fifteen be Department may bring an action to collected in any litigation in which it prevails eit	(15) days of written demand thereforect the amount owed. Surety is liable	or. If Surety does not make full paymen
n TESTIMONY WHEREO caused this instrument to b day of	F, the said PRINCIPAL has be signed by its officer  A.D.,	In TESTIMONY WHEREOF, instrument to be signed by it day of	the said SURETY has caused this sofficer  A.D.,
(Com	pany Name)		npany Name)
	party Name)	·	npany Name)
By(Sig	nature and Title)	By(Signatu	re of Attorney-in-Fact)
lotary for PRINCIPAL		Notary for SURETY	
STATE OF		STATE OF	
COUNTY OF	_	COUNTY OF	
Gigned and attested before	e me on (date)	Signed and attested before r	me on (date)
(Name o	f Notary Public)	(Name o	of Notary Public)
Seal)		(Seal)	
•	(Signature of Notary Public)	· ·	(Signature of Notary Public)
	(Date Commission Expires)	-	(Date Commission Expires)
proposal the Principal is e	pove section of the Proposal Bid Bon ensuring the identified electronic bid nois under the conditions of the bid b	I bond has been executed and	

Company/Bidder Name

Electronic Bid Bond ID #

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) Proj	ect and Bid Identification			
Complet	e the following information concerning the project and bid:			
Route		Total Bid		_
Section		Contract DBE Goal		
Project			(Percent)	(Dollar Amount)
County				
Letting D	Date			
Contract	No			
Letting It	tem No.			
(4) Assı	urance			
	in my capacity as an officer of the undersigned bidder (or bidden y company: (check one)  Meets or exceeds contract award goals and has provided door Disadvantaged Business Participation percent  Attached are the signed participation statements, forms SBE use of each business participating in this plan and assuring the work of the contract.  Failed to meet contract award goals and has included good far provided participation as follows:  Disadvantaged Business Participation percent  The contract goals should be accordingly modified or waive support of this request including good faith effort. Also at required by the Special Provision evidencing availability and to business will perform a commercially useful function in the work.	cumented participation as fort  2025, required by the Spectat each business will perfort documentation to ed. Attached is all informatached are the signed pause of each business participation.	ollows:  ial Provision evi m a commercial meet the goals a ation required by	dencing availability and ly useful function in the and that my company has the Special Provision in the ments, forms SBE 2025,
-	Company	The "as read" Low Bidder is re	equired to comply wit	h the Special Provision.
Ву		Submit only one utilization pla submitted in accordance with		
Title		Bureau of Small Business Ent	erprises	Local Let Projects

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.

2300 South Dirksen Parkway

Springfield, Illinois 62764

Submit forms to the

Local Agency

(P)	Illinois Department of Transportation		D	BE Participatio	n Statement
Subcontract	tor Registration		L	etting	
Participation	on Statement		lt	em No.	
(1) Instruct	ions		C	Contract	
be submitte	nust be completed for each disadvantaged bused in accordance with the special provision and pace is needed complete an additional form for	d will be attached			
(2) Work					
Pay Item No.	Description	Qı	ıantity	Unit Price	Total
		·		Total	
	Payment Items he above items which are partial pay items, sp	pecifically describ	e the wo	rk and subcontrac	t dollar
has agreed execute a statement nutrition that comple	igned certify that the information included her I to perform a commercially useful function contract with the prime contractor. The unay be made without prior approval from the ste and accurate information regarding actual posided to the Department.	in the work of t ndersigned furth Department's Bu	he contra er under Ireau of S on this pr	act item(s) listed estand that no ch Small Business Er oject and the payr	above and to anges to this nterprises and
	Signature for Prime Contractor		Sig	nature for DBE Firm	
Title		Title			
Date		Date			
Contact		Contact Pe	erson		
Phone		Phone			
Firm Name Firm Name					
Address _					
City/State/Z	Zip	City/State/2	Zip		

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

WC \_\_\_\_\_

E \_\_\_\_\_

# 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. 63874 KANE County Section 08-00386-00-BR Project BROS-0089(150) Route FAU 2331 (French Road) 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

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 2012.
- (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.

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

#### B. Felons

Section 50-10. Felons.

- (a) 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.
- (b) 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. <u>Debt Delinquency</u>

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

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.

Name of Subcontracting Company

Authorized Officer

Date

The undersigned, on behalf of the subcontracting company, has read and

### 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		
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). 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)

NAN	re-
NAM	
ADD	RESS
Туре	of ownership/distributable income share:
stock % or	sole proprietorship Partnership other: (explain on separate shee
	sure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following onflict of interest relationships apply. If the answer to any question is "Yes", please attach additional describe.
(a) State e	mployment, currently or in the previous 3 years, including contractual employment of services.  YesNo
If your a	answer is yes, please answer each of the following questions.
1.	Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority?  YesNo
2.	Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

	3.	If you are currently appointed to or employed by any agency of t salary exceeds 60% of the annual salary of the Governor, are yo (i) more than 7 1/2% of the total distributable income of your corporation, or (ii) an amount in excess of 100% of the annual salary	ou entitled to receive firm, 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 your minor children entitled to receive (i) more than 15% in the income of your firm, partnership, association or corporation, or the salary of the Governor?	ou and your spouse aggregate of the total distributable
(b)		employment of spouse, father, mother, son, or daughter, includir previous 2 years.	ng contractual employment services  YesNo
	If	your answer is yes, please answer each of the following question	
	1.	Is your spouse or any minor children currently an officer or empl Board or the Illinois State Toll Highway Authority?	oyee of the Capitol Development YesNo
		Is your spouse or any minor children currently appointed to or er of Illinois? If your spouse or minor children is/are currently agency of the State of Illinois, and his/her annual salary ex annual salary of the Governor, provide the name of your spouse of the State agency for which he/she is employed and his/her an	appointed to or employed by any ceeds 60% of the and/or minor children, the name
	3.	If your spouse or any minor children is/are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you entitled to receive (i) more than 71/2% of the total distribution, partnership, association or corporation, or (ii) an amount annual salary of the Governor?	nnual salary of the Governor, utable income of your
	4.	If your spouse or any minor children are currently appointed to State of Illinois, and his/her annual salary exceeds 60% of the are you and your spouse or minor children entitled to receive aggregate of the total distributable income of your firm, partner (ii) an amount in excess of two times the salary of the Governor?	nual salary of the Governor, (i) more than 15 % in the ship, association or corporation, or
<u></u>	<b>-</b> 1		YesNo
(C)	unit of	ve status; the holding of elective office of the State of Illinois, the glocal government authorized by the Constitution of the State of Illicurrently or in the previous 3 years.	
(d)		onship to anyone holding elective office currently or in the previour daughter.	s 2 years; spouse, father, mother, YesNo
(e)	Americ of the	ntive office; the holding of any appointive government office of the ca, or any unit of local government authorized by the Constitution State of Illinois, which office entitles the holder to compensation is charge of that office currently or in the previous 3 years.	of the State of Illinois or the statutes
		onship to anyone holding appointive office currently or in the previous daughter.	ous 2 years; spouse, father, mother, YesNo
(g)	Emplo	yment, currently or in the previous 3 years, as or by any registere	d lobbyist of the State government. YesNo

(h) Relationship to anyone who is or was a registered lobbyist son, or daughter.	in the previous 2 years; spouse, father, mother, YesNo
(i) Compensated employment, currently or in the previous 3 y committee registered with the Secretary of State or any contact action committee registered with either the Secretary of States	ounty clerk of the State of Illinois, or any political
(j) Relationship to anyone; spouse, father, mother, son, or data last 2 years by any registered election or re-election common county clerk of the State of Illinois, or any political action of State or the Federal Board of Elections.	ttee registered with the Secretary of State or any ommittee registered with either the Secretary of
	YesNo
Communication Disclosure.	
Disclose the name and address of each lobbyist and other a Section 2 of this form, who is has communicated, is communic employee concerning the bid or offer. This disclosure i supplemented for accuracy throughout the process and throidentified, enter "None" on the line below:	eating, or may communicate with any State officer or s a continuing obligation and must be promptly
Name and address of person(s):	

3

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

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

# ILLINOIS DEPARTMENT OF TRANSPORTATION

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

Subcontractor Name			
Legal Address			
City, State, Zip			
Telephone Number	Email Address	Fax Number (if available)	
Disclosure of the information contained in information shall become part of the publicl a total value of \$50,000 or more, from subcontracts.	y available contract file. This Form ocontractors identified in Section 2	B must be completed for subcontract 0-120 of the Code, and for all open-	ets with -ended
DISCLOSURE OF OTHER CONTRA	CTS, SUBCONTRACTS, AND PRO	OCUREMENT RELATED INFORMAT	<u> FION</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 w	
2. If "Yes" is checked. Identify each such information such as bid or project number (a INSTRUCTIONS:			ive
THE FOLLO	WING STATEMENT MUST BE CH	ECKED	
-	Signature of Authorized Officer	Date	
	OWNERSHIP CERTIFICATION	[	
Please certify that the following statement is of ownership	s true if the individuals for all submi	tted Form A disclosures do not total 1	00%
Any remaining ownership interest is parent entity's distributive income o		han \$106,447.20 of the bidding entity interest.	r's 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. Electronic bids are to be submitted to the electronic bidding system (ics-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.mApril 25, 2014. 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. 63874
KANE County
Section 08-00386-00-BR
Project BROS-0089(150)
Route FAU 2331 (French Road)
District 1 Construction Funds

This project consists of the removal of the existing bridge and the construction of a new bridge, including approach pavement construction, pavement removal and reconstruction, placement of embankment, shoulder construction, guardrail installation, pavement markings and landscaping located on French Road over Burlington Creek, 0.90 miles south of IL Route 72.

- 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 63874

# INDEX FOR SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

# Adopted January 1, 2014

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 1-1-14)

# SUPPLEMENTAL SPECIFICATIONS

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LR SD13		$\Box$	Required Cold Milled Surface Texture	Nov. 1, 1987	Jan. 1, 2007
LR SD406		Ħ	RESCINDED	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
LR 102-2			Bidding Requirements and Conditions for Contract Proposals	Jan. 1, 2001	Jan. 1, 2014
LR 105	189	$\boxtimes$	Cooperation with Utilities	Jan. 1, 1999	Jan. 1, 2007
LR 107-2	.00		Railroad Protective Liability Insurance for Local Lettings	Mar. 1, 2005	Jan. 1, 2006
LR 107-4	192	$\boxtimes$	Insurance	Feb. 1, 2007	Aug. 1, 2007
LR 107-7	102		Wages of Employees on Public Works	Jan. 1, 1999	Jan. 1, 2014
LR 108		Ħ	Combination Bids	Jan. 1, 1994	Mar. 1, 2005
LR 109		Ħ	Equipment Rental Rates	Jan. 1, 2012	Mar. 1, 2000
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			Bituminous Stabilized Base Course, Plant Mix	Feb. 20, 1963	Jan. 1, 2007
LR 400-1		$\exists$	Bituminous Treated Earth Surface	Jan. 1, 2007	Apr. 1, 2012
LR 400-1			Bituminous Surface Plant Mix (Class B)	Jan. 1, 2007	Apr. 1, 2012
LR 400-3			Hot In-Place Recycling (HIR) – Surface Recycling	Jan. 1, 2000	
LR 400-4			Full-Depth Reclamation (FDR) with Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-5			Cold In-Place Recycling (CIR) With Emulsified Asphalt	Apr. 1, 2012	Jun. 1, 2012
LR 400-6			Cold In Place Recycling (CIR) with Foamed Asphalt	June 1, 2012	Jun. 1, 2012
LR 400-7			Full-Depth Reclamation (FDR) with Foamed Asphalt	June 1, 2012	
LR 402			Salt Stabilized Surface Course	Feb. 20, 1963	Jan. 1, 2007
LR 403-1			Surface Profile Milling of Existing, Recycled or Reclaimed Flexible	Apr. 1, 2012	Jun. 1, 2012
LIX 400-1		ш	Pavement	Apr. 1, 2012	Juli. 1, 2012
LR 403-2			Bituminous Hot Mix Sand Seal Coat	Aug. 1, 1969	Jan. 1, 2007
LR 406			Filling HMA Core Holes with Non-shrink Grout	Jan. 1, 2008	,
LR 420			PCC Pavement (Special)	May 12, 1964	Jan. 2, 2007
LR 442			Bituminous Patching Mixtures for Maintenance Use	Jan. 1, 2004	Jun. 1, 2007
LR 451			Crack Filling Bituminous Pavement with Fiber-Asphalt	Oct. 1, 1991	Jan. 1, 2007
LR 503-1			Furnishing Class SI Concrete	Oct. 1, 1973	Jan. 1, 2002
LR 503-2			Furnishing Class SI Concrete (Short Load)	Jan. 1, 1989	Jan. 1, 2002
LR 542		П	Pipe Culverts, Type (Furnished)	Sep. 1, 1964	Jan. 1, 2007
LR 663			Calcium Chloride Applied	Jun. 1, 1958	Jan. 1, 2007
LR 702			Construction and Maintenance Signs	Jan. 1, 2004	Jun. 1, 2007
LR 1000-1			Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with	Apr. 1, 2012	Jun. 1, 2012
			Emulsified Asphalt Mix Design Procedures	,	•
LR 1000-2			Cold In-Place Recycling (CIR) and Full Depth Reclamation (FDR) with	June 1, 2012	
			Foamed Asphalt Mix Design Procedures		
LR 1004			Coarse Aggregate for Bituminous Surface Treatment	Jan. 1, 2002	Jan. 1, 2007
LR 1030			Growth Curve	Mar. 1, 2008	Jan. 1, 2010
LR 1032-1			Emulsified Asphalts	Jan. 1, 2007	Feb. 7, 2008
LR 1102			Road Mix or Traveling Plan Mix Equipment	Jan. 1, 2007	

# BDE SPECIAL PROVISIONS For the April 25 and June 13, 2014 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	<u>Effective</u>	Revised
80240			Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099			Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2014
80274			Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80192			Automated Flagger Assistance Device	Jan. 1, 2008	,
80173			Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2013
80241			Bridge Demolition Debris	July 1, 2009	
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	April 1, 2013
80310			Coated Galvanized Steel Conduit	Jan. 1, 2013	,
80198			Completion Date (via calendar days)	April 1, 2008	
80199	193	Х	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
* 80293			Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤	April 1, 2012	Aprìl 1, 2014
			5 Feet		
* 80294			Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of	April 1, 2012	April 1, 2014
			Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet		
80311			Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
* 80334			Concrete Gutter, Curb, Median, and Paved Ditch	April 1, 2014	
80277			Concrete Mix Design – Department Provided	Jan. 1, 2012	Jan. 1, 2014
80261	194	Χ	Construction Air Quality – Diesel Retrofit	June 1, 2010	Jan. 1, 2014
* 80335	197	X	Contract Claims	April 1, 2014	
80029	198	_X_	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80265			Friction Aggregate	Jan. 1, 2011	
80229			Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80329			Glare Screen	Jan. 1, 2014	
80303	208	X	Granular Materials	Nov. 1, 2012	
80304			Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80246	209	X	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80322			Hot-Mix Asphalt – Mixture Design Composition and Volumetric	Nov 1, 2013	
			Requirements		
80323			Hot-Mix Asphalt – Mixture Design Verification and Production	Nov 1, 2013	
80315			Insertion Lining of Culverts	Jan. 1, 2013	Nov 1, 2013
* 80336			Longitudinal Joint and Crack Patching	April 1, 2014	
* 80324	211	X	LRFD Pipe Culvert Burial Tables	Nov 1, 2013	April 1, 2014
80325			LRFD Storm Sewer Burial Tables	Nov 1, 2013	
80045			Material Transfer Device	June 15, 1999	Jan. 1, 2009
80165			Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
* 80337	231	Х	Paved Shoulder Removal	April 1, 2014	
80330			Pavement Marking for Bike Symbol	Jan. 1, 2014	te and te comment of the defended of the second for the first of the second of the second of the second of the
80298			Pavement Marking Tape Type IV	April 1, 2012	
80254			Pavement Patching	Jan. 1, 2010	
80331	232	X	Payrolls and Payroll Records	Jan. 1, 2014	
80332	234	X	Portland Cement Concrete – Curing of Abutments and Piers	Jan. 1, 2014	
80326	235	Х	Portland Cement Concrete Equipment	Nov 1, 2013	
* 80338			Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	April 1, 2014	
80300			Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	

<u>File Name</u>	<u>Pg.</u>		Special Provision Title	<u>Effective</u>	<u>Revised</u>
80328	236	Х	Progress Payments	Nov. 2, 2013	
80281	237	X	Quality Control/Quality Assurance of Concrete Mixes	Jan. 1, 2012	Jan. 1, 2014
3426I			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	April 1, 2014
			Shingles (RAS)		
80327	238		Reinforcement bars	Nov 1, 2013	
80283	240	X	Removal and Disposal of Regulated Substances	Jan. 1, 2012	Nov. 2, 2012
80319	244	Х	Removal and Disposal of Surplus Materials	Nov. 2, 2012	
80307			Seeding	Nov. 1, 2012	
* 80339			Stabilized Subbase	April 1, 2014	
80127			Steel Cost Adjustment	April 2, 2004	April 1, 2009
80317			Surface Testing of Hot-Mix Asphalt Overlays	Jan. 1, 2013	
80301			Tracking the Use of Pesticides	Aug. 1, 2012	
80333			Traffic Control Setup and Removal Freeway/Expressway	Jan. 1, 2014	
20338	245	Х	Training Special Provisions	Oct. 15, 1975	
* 80318			Traversable Pipe Grate	Jan. 1, 2013	April 1, 2014
80288	248	X	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2013
80302	252	Х	Weekly DBE Trucking Reports	June 2, 2012	
80289			Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071			Working Days	Jan. 1, 2002	

The following special provisions are in the 2014 Supplemental Specifications and Recurring Special Provisions:

File Name	Special Provision Title	New Location	Effective	Revised
80309	Anchor Bolts	Articles 1006.09, 1070.01, and 1070.03	Jan. 1, 2013	
80276	Bridge Relief Joint Sealer	Article 503.19 and Sections 588 and 589	Jan. 1, 2012	Aug. 1, 2012
80312	Drain Pipe, Tile, Drainage Mat, and Wall Drain	Article 101.01, 1040.03, and 1040.04	Jan. 1, 2013	
80313	Fabric Bearing Pads	Article 1082.01	Jan. 1, 2013	
80169	High Tension Cable Median Barrier	Section 644 and Article 1106.02	Jan. 1, 2007	Jan. 1, 2013
80320	Liquidated Damages	Article 108.09	April 1, 2013	
80297	Modified Urethane Pavement Marking	Section 780, Articles 1095.09 and 1105.04	April 1, 2012	
80253	Moveable Traffic Barrier	Section 707 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80231	Pavement Marking Removal	Recurring CS #33	April 1, 2009	
80321	Pavement Removal	Article 440.07	April 1, 2013	
80022	Payments to Subcontractors	Article 109.11	June 1, 2000	Jan. 1, 2006
80316	Placing and Consolidating Concrete	Articles 503.06, 503.07, and 516.12	Jan. 1, 2013	
80278	Planting Woody Plants	Section 253 and Article 1081.01	Jan. 1, 2012	Aug. 1, 2012
80305	Polyurea Pavement Markings	Article 780.14	Nov. 1, 2012	Jan. 1, 2013
80279	Portland Cement Concrete	Sections 312, 503, 1003, 1004, 1019, and 1020	Jan. 1, 2012	Nov. 1, 2013
80218	Preventive Maintenance – Bituminous Surface Treatment	Recurring CS #34	Jan. 1, 2009	April 1, 2012
80219	Preventive Maintenance - Cape Seal	Recurring CS #35	Jan. 1, 2009	April 1, 2012
80220	Preventive Maintenance – Micro Surfacing	Recurring CS #36	Jan. 1, 2009	April 1, 2012
80221	Preventive Maintenance - Slurry Seal	Recurring CS #37	Jan. 1, 2009	April 1, 2012

File Name	Special Provision Title	New Location	Effective	<u>Revised</u>
80224	Restoring Bridge Approach Pavements Using High- Density Foam	Recurring CS #39	Jan. 1, 2009	Jan. 1, 2012
80255	Stone Matrix Asphalt	Sections 406, 1003, 1004, 1030, and 1011	Jan. 1, 2010	Aug. 1, 2013
80143	Subcontractor Mobilization Payments	Article 109.12	April 2, 2005	April 1, 2011
80308	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Articles 606.02 and 606.11	Nov. 1, 2012	. ,
80286	Temporary Erosion and Sediment Control	Articles 280.04 and 280.08	Jan. 1, 2012	
80225	Temporary Raised Pavement Marker	Recurring CS #38	Jan. 1, 2009	
80256	Temporary Water Filled Barrier	Section 708 and Article 1106.02	Jan. 1, 2010	Jan. 1, 2013
80273	Traffic Control Deficiency Deduction	Article 105.03	Aug. 1, 2011	
80270	Utility Coordination and Conflicts	Articles 105.07, 107.19, 107.31, 107.37, 107.38, 107.39 and 107.40	April 1, 2011	Jan. 1, 2012

The following special provisions require additional information from the designer. 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

# GUIDE BRIDGE SPECIAL PROVISION INDEX/CHECK SHEET

Effective as of the: February 28, 2014 Letting

<u>Pg</u> #	1	<u>File Name</u>	<u>Title</u>	<u>Effective</u>	Revised
<del></del>		GBSP 4	Polymer Modified Portland Cement Mortar	June 7, 1994	July 26, 2013
		GBSP 12	Drainage System	June 10, 1994	Jan 1, 2007
		GBSP 13	High-Load Multi-Rotational Bearings	Oct 13, 1988	Oct 30, 2012
ļ		GBSP 14	Jack and Remove Existing Bearings	April 20, 1994	Jan 1, 2007
		GBSP 15	Three Sided Precast Concrete Structure	July 12, 1994	Oct 15, 2011
ļ	<u> </u>	GBSP 16	Jacking Existing Superstructure	Jan 11, 1993	Jan 1, 2007
		GBSP 17	Bonded Preformed Joint Seal	July 12, 1994	Jan 1, 2007
		GBSP 18	Modular Expansion Joint	May 19, 1994	Jan 3, 2014
		GBSP 21	Cleaning and Painting Contact Surface Areas of Existing Steel	June 30, 2003	May 18, 2011
			Structures		· · · · · · · · · · · · · · · · · · ·
		GBSP 25	Cleaning and Painting Existing Steel Structures	Oct 2, 2001	April 19, 2012
		GBSP 26	Containment and Disposal of Lead Paint Cleaning Residues	Oct 2, 2001	April 30, 2010
		GBSP 28	Deck Slab Repair	May 15, 1995	Oct 15, 2011
		GBSP 29	Bridge Deck Microsilica Concrete Overlay	May 15, 1995	Oct 30, 2012
		GBSP 30	Bridge Deck Latex Concrete Overlay	May 15, 1995	Jan 18, 2011
		GBSP 31	Bridge Deck High-Reactivity Metakaolin (HRM) Conc Overlay	Jan 21, 2000	Oct 30, 2012
253	X	GBSP 32	Temporary Sheet Piling	Sept 2, 1994	Jan 31, 2012
		GBSP 33	Pedestrian Truss Superstructure	Jan 13, 1998	Aug 17, 2012
		GBSP 34	Concrete Wearing Surface	June 23, 1994	Feb 6, 2013
		GBSP 35	Silicone Bridge Joint Sealer	Aug 1, 1995	Oct 15, 2011
		GBSP 38	Mechanically Stabilized Earth Retaining Walls	Feb 3, 1999	July 26, 2013
		GBSP 42	Drilled Soldier Pile Retaining Wall	Sept 20, 2001	Jan 3, 2014
		GBSP 43	Driven Soldier Pile Retaining Wall	Nov 13, 2002	Jan 3, 2014
		GBSP 44	Temporary Soil Retention System	Dec 30, 2002	May 11, 2009
		GBSP 45	Bridge Deck Thin Polymer Overlay	May 7, 1997	Feb 6, 2013
		GBSP 46	Geotextile Retaining Walls	Sept 19, 2003	July 26, 2013
		GBSP 47	High Performance Concrete Structures	Aug 5, 2002	Jan 1, 2007
255	X	GBSP 51	Pipe Underdrain for Structures	May 17, 2000	Jan 22, 2010
		GBSP 53	Structural Repair of Concrete	Mar 15, 2006	July 26, 2013
		GBSP 55	Erection of Curved Steel Structures	June 1, 2007	
		GBSP 56	Setting Piles in Rock	Nov 14, 1996	April 19, 2012
		GBSP 57	Temporary Mechanically Stabilized Earth Retaining Walls	Jan 6, 2003	July 26, 2013
		GBSP 59	Diamond Grinding and Surface Testing Bridge Sections	Dec 6, 2004	Jan 3, 2014
		GBSP 60	Containment and Disposal of Non-Lead Paint Cleaning Residues	Nov 25, 2004	Mar 6, 2009
		GBSP 61	Slipform Parapet	June 1, 2007	Aug 17, 2012
		GBSP 62	Concrete Deck Beams	June 13, 2008	Oct 9, 2009
		GBSP 64	Segmental Concrete Block Wall	Jan 7, 1999	Oct 30, 2012
		GBSP 65	Precast Modular Retaining Walls	Mar 19, 2001	Jan 3, 2014
		GBSP 66	Wave Equation Analysis of Piles	Nov 14, 2008	Odi1 0 <sub>1</sub> 20 17
	-	GBSP 67	Structural Assessment Reports for Contractor's Means and	Mar 6, 2009	
			Methods	18101 U, 2009	
		GBSP 70	Braced Excavation	Aug 9, 1995	May 18, 2011
		GBSP 71	Aggregate Column Ground Improvement	Jan 15, 2009	Oct 15, 2011

		GBSP 72	Bridge Deck Fly Ash or GGBF Slag Concrete Overlay	Jan 18, 2011	Oct 15, 2011
		GBSP 73	Cofferdams	Oct 15, 2011	
		GBSP 74	Permanent Steel Sheet Piling (LRFD)	Jan 31, 2012	Aug 17, 2012
		GBSP 75	Bond Breaker for Prestressed Concrete Bulb-T Beams	April 19, 2012	
256	X	GBSP 76	Granular Backfill for Structures	April 19, 2012	Oct 30, 2012
		GBSP 77	Weep Hole Drains for Abutments, Wingwalls, Retaining Walls And Culverts	April 19, 2012	Oct 22, 2013
258	Х	GBSP 78	Bridge Deck Construction	Oct 22, 2013	Feb 21, 2014

LIST ANY ADDITIONAL SPECIAL PROVISIONS BELOW		

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

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

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

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File	Title	Disposition:
Name		·
GBSP37	Underwater Structure Excavation Protection	Replaced by GBSP73
GBSP11	Permanent Steel Sheet Piling	Replaced by GBSP74
GBSP52	Porous Granular Embankment (Special)	Replaced by GBSP76

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# STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of Contract No. 63874, Section 08-00386-00-BR, Project BROS-0089(150), Job No. C-91-270-09 and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

### **LOCATION OF PROJECT**

The project is located along the centerline of French Road north of the Village of Burlington and approximately 0.9 mile south of Illinois Route 72 in Hampshire Township, Kane County. The net and gross length of the improvement is 1,105 feet (0.209 mile).

# **DESCRIPTION OF PROJECT**

The work consists of bridge removal, new bridge, approach slab construction, pavement removal and reconstruction, placement of embankment, shoulder construction, guardrail installation, placement of pavement marking, landscaping and all incidental and collateral work necessary to complete the project as shown on plans and as described herein.

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### **EARTH EXCAVATION**

This item shall be completed in accordance with the applicable portions of Section 202 of the Standard Specifications with the following general additions. This work shall include removal of all earth material shown on the cross sections or as directed by the Engineer. <u>Earth Excavation will also include all aggregate base courses</u>, <u>aggregate sub-bases and aggregate surfaces and shoulders</u>. Earth excavation will <u>not</u> include the excavation of topsoil, unsuitable materials, and removal items for existing bituminous and concrete pavements, driveways and shoulders.

For this project, it is the intention of this specification to pay for the handling of earthwork material only once, regardless of staging or Contractor's operations. The Contractor shall be responsible for his earthwork operations for excavating and stockpile excavated materials for re-handling at a later date. This applies to all excavated material to be used in embankments, shoulders or as topsoil re-spread.

Temporary earth stockpiles will <u>not</u> be allowed on the adjacent properties without the permission of the owner and approval of the Engineer. It will be the contractor's responsibility to acquire permission from the appropriate owner prior to stock piling any materials on those properties. The contractor will provide the Engineer with a written statement from the property owner stating said permission has been granted. This work will be considered part of the contract. As such, if the Contractor chooses to do this work as part of the close out or punch list work, contract days will continue to be counted until all stockpiles are removed and all disturbed areas are restored to at least to their original condition.

A shrinkage Factor of 15% was used for this Project.

Overhaul will <u>not</u> be paid for separately but shall be INCLUDED in the unit price per Cubic Yard for EARTH EXCAVATION.

### **TEMPORARY ACCESS**

<u>Description:</u> The work shall consist of the construction and maintenance aggregate surface course for temporary access to private entrances and field entrances according to Section 402 of the Standard Specifications and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer. The use of existing onsite aggregate is permitted.

- (a) Private Entrance. The minimum width shall be twelve (12) feet. The minimum compacted thickness shall be 6 inch. The maximum grade shall be eight percent, except as required to match the existing grade.
- (b) Field Entrance. The minimum width shall be 20 feet. The minimum compacted thickness shall be 9 in. The maximum grade shall be six percent, except as required to match the existing grade.

Maintaining the temporary access shall include relocating and/or re-grading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it. The Contractor shall maintain roadway access to the entrances. Maintaining roadway access will not be measured for payment.

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When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03.

<u>Basis of Payment:</u> Aggregate surface course for temporary access will be measured for payment as Each for every private entrance and commercial entrance constructed for the purpose of temporary access. Aggregate surface course for temporary access will be paid for at the contract unit price per Each for TEMPORARY ACCESS (PRIVATE ENTRANCE) or TEMPORARY ACCESS (FIELD ENTRANCE).

If a residential drive or commercial entrance is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified.

Partial payment of the each amount bid for temporary access, of the type specified, will be paid according to the following schedule:

- (a) Upon construction of the temporary access, sixty (60) percent of the contract unit price per each, of the type constructed, will be paid.
- (b) Subject to the approval of the Engineer for the adequate maintenance and removal of the temporary access, the remaining forty percent of the pay item will be paid upon the permanent removal of the temporary access.

### STABILIZED CONSTRUCTION ENTRANCE

<u>Description:</u> The work shall consist of the construction of aggregate fill and filter fabric for the construction of the stabilized construction entrance. This work may <u>not</u> be required but has been included in the contract in the event it is deemed necessary by a change in Contractor operations, by the Kane-DuPage Soil & Water Conservation District, or as directed by the Engineer.

<u>Materials:</u> Materials for aggregate fill and bedding shall meet the requirements of Section 1004 of the Standard Specifications. The aggregate materials shall be gradations for CA-1, CA-2, CA-3, or CA-4.

The filter fabric shall be placed under the aggregate fill and shall conform to the requirements of Section 1080.03 of the Standard Specifications.

<u>Foundation Preparation:</u> Foundations for aggregate fill shall be stripped to remove vegetation and other unsuitable materials or shall be excavated as specified.

Except as otherwise specified, earth foundation surfaces shall be graded to remove surface irregularities, and test pits or other cavities shall be filled with compacted earth fill of approximately the same kind and density as the adjacent foundation material.

# Placement and Compaction:

The aggregate fill shall be dumped and spread into position over the filter fabric in approximately horizontal layers not to exceed twelve (12) inches in thickness. It shall be placed in a manner to produce a reasonably homogeneous stable fill that contains no segregated

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pockets of large or small fragments or large unfilled spaces caused by bridging of the larger rock fragments.

Aggregate fill shall be compacted as described below:

Each layer of fill shall be compacted by a minimum of four (4) passes, over the entire surface, with a steel-drum vibrating roller having a minimum weight of five (5) tons and exerting a vertical vibrating force of not less than 20,000 pounds at a frequency not less than 1200 times per minute or,

Each layer of fill shall be compacted by a minimum of four (4) passes over the entire surface by a track of a crawler-type tractor weighing a minimum of twenty (20) tons.

Compaction by means of drop weights operating from a crane, hoist or similar equipment will not be permitted.

<u>Basis of Payment:</u> The work to construct the stabilized construction entrance will be paid for at the contract unit price Square Yard for STABILIZED CONSTRUCTION ENTRANCE, which price shall include excavation, bedding, aggregate fill, filter fabric, placing and compacting, labor, tools, equipment and incidentals required to complete the work as specified. There shall be no adjustment in contract cost if this work is <u>not</u> required.

# **EXPLORATION TRENCH, SPECIAL**

<u>Description</u>: This work shall be as required in Section 213 of the Standard Specifications and shall also consist of excavating a trench of sufficient width, (minimum 48"), length and depth (as field determined) to expose existing utilities, potential utility conflicts, other utility obstructions, underdrains and/or field tiles shown on the plans or as determined by the Engineer.

The depth and width of trench shall be of adequate width to allow investigation of the item in the trench. The maximum depth shall be based on the depth of the proposed utility depth or to the point of potential utility conflict.

The exploration holes will also be completed at all locations where the proposed sewers, casing pipe, underdrains or culvert pipes cross an existing utility line where meeting clearance requirements are essential and adjustment to the existing utility may be necessary prior to starting construction operations to meet said clearance requirements. Other exploration trenches may be excavated at the locations noted on the plans or required by the Engineer.

The depth of the inspection hole shall be as necessary to uncover the existing utilities or other obstructions and of adequate width to allow investigation of the investigated item in the hole. In no case does the inspection hole need to be deeper than the proposed invert elevation of the proposed work item being installed plus the clearance requirement.

After a determination of the condition and/or location adequacy and at the direction of the Engineer, in areas of proposed structural embankment or pavement structures, the Contractor shall backfill the trench with materials meeting the requirement of TRENCH BACKFILL in Section 208 of the Standard Specifications. All areas outside the improvements can be backfilled with the originally excavated material. All excess excavated material created by this work shall be disposed of offsite by the contractor.

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<u>Basis of Payment</u>. This work will be paid for at the contract unit price per Foot for EXPLORATION TRENCH, SPECIAL regardless of depth for utility exploration and as specified in Section 213 for underdrain exploration, which will be payment in full for all required work as set forth above. Trench backfill will <u>not</u> be measured separately for payment but shall be INCLUDED in the cost of Exploration Trench, Special.

#### HMA SURFACE REMOVAL – VARIABLE DEPTH

<u>Description:</u> This work will consist of cold milling the existing HMA surface of the thicknesses specified and locations shown in the plans. The work will be completed in Section 440 of the Standard Specifications

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per Square Yard for HOT-MIX ASPHALT SURFACE REMOVAL, VARIABLE DEPTH which price shall be full compensation for all labor, equipment and materials, and compaction required for performing the work as herein specified and detailed on the plans.

# AGGREGATE SHOULDERS (SPECIAL)

<u>Description:</u> This work will consist of constructing aggregate shoulder in the areas of the SM Railing adjacent to the PC concrete bridge approach slabs at locations shown on the plans or as directed by the Engineer. The aggregate shoulder shall be constructed according to Section 481 of the Standard Specifications.

<u>Materials</u>: The aggregate shoulder shall consist of IDOT gradation CA-1 in accordance with Section 1004 of the standard Specifications.

<u>Construction Methods:</u> The aggregate shoulder shall be laid on geotechnical fabric in such a manner not to damage the bridge rail post. The aggregate shall be seated by hand compaction, vibrating plate, jumping jack or other means approved by the Engineer.

Method of Measurement: Aggregate shoulder will be measured for payment in cubic yards.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per Cubic Yard for AGGREGATE SHOULDER (SPECIAL) which price shall be full compensation for all labor, equipment and materials, and compaction required for performing the work as herein specified and detailed on the plans.

The geotechnical fabric will be measured separately for payment at the contract unit price per square yard for GEOTECHNICAL FABRIC FOR GROUND STABILIZATION.

# **TEMPORARY PAVEMENT**

<u>Description.</u> This work shall consist of constructing a temporary pavement and granular subgrade to serve as temporary pavement widening during Stage 1B at the locations shown on the plans or as directed by the engineer.

The contractor shall use either Portland cement concrete according to Sections 353 and 354 of the Standard Specifications or HMA according to Sections 355, 356, 406 of the Standard Specifications, and other applicable HMA special provisions as contained herein. The HMA mixtures to be used shall be specified in the plans. The thickness of the Temporary Pavement

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shall be as described in the plans. The contractor shall have the option of constructing either material type if both Portland Cement Concrete and HMA are shown in the plans.

Maximum lift thickness shall be 3".

Articles 355.08 and 406.11 of the Standard Specifications shall not apply.

The removal of the Temporary Pavement, if required, shall conform to Section 440 of the Standard Specification.

<u>Method of Measurement.</u> Temporary pavement will be measured in place and the area computed in Square Yards.

Basis of Payment. This work will be paid for at the contract unit price per Square Yard for TEMPORARY PAVEMENT.

Removal of temporary pavement and subbase granular material (if necessary) will be paid for at the contract unit price per Square Yard for TEMPORARY PAVEMENT REMOVAL.

The Subbase Granular Material will be measured separately for payment and shall be paid at the contract unit per Square Yard for SUBBASE GRANULAR MATERIAL, TYPE B 4". Removal of the subbase material will <u>not</u> be measured separately for payment but shall be INCLUDED in the cost of the Temporary Pavement Removal.

# PRECAST REINFORCED CONCRETE FLARED END SECTIONS

<u>Description:</u> This work shall consist of providing new precast concrete flared end sections and grating at the location shown on the plans. Precast concrete flared end sections shall be of the size specified in the plans and meet the requirements of Section 542 and IDOT Standard 542301. The grating for concrete flared end sections shall be of the size specified in the plans and shall in accordance with Article 542.07 (b).

Basis of Payment: This work shall be paid for at the contract unit price per Each for PRECAST REINFORCED CONCRETE FLARED END SECTION of the size specified, which shall include payment in full for the flared end section, grating, bedding and all labor, grating, equipment and material necessary for the completion of the work.

# **CHANGEABLE MESSAGE SIGN**

<u>Description</u>. The project will require that electronic changeable message signs be placed on the east and west side of the project to warn the public of the pending road construction and road closures. The message boards will need to be placed and set out for seven (7) days in advance of the anticipated first day of construction and again seven (7) days prior to changing between each Stage.

Message Boards to be set prior to stage change and remain in place for:

Stage 1A – 7 days

Stage 1B - 7 days (reset after Stage 1A complete)

Stage 2 – 7 days (reset after Stage 1B complete)

Stage 3 – 7 days (reset after Stage 2 complete)

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Unless otherwise directed by the Engineer, the signs shall be removed after the specified number of days. The contractor will coordinate with the Engineer on the exact placement of the message boards and the message that is to be displayed.

Method of Measurement. Message board(s) will be paid for per Calendar Month for each message sign utilized (two are anticipated for this project).

<u>Basis of Payment.</u> The signs shall be removed after the specified duration of time. The contractor will coordinate with the Engineer on the exact placement of the message boards and the message that is to be displayed. The message boards will be paid for as CHANGEABLE MESSAGE SIGN per Calendar Month for each message sign utilized. There will be <u>no</u> additional compensation for periodically changing the message.

## VERTICAL ADJUSTMENT OF GUARDRAIL

<u>Description</u>. This work shall consist raising the elevation of the existing guardrail along the west side of the project to a height of thirty-one (31) inches above the finished grade of the temporary pavement to be used in Stage 1B. The Contractor shall stage this operation so that no unfinished section of guardrail is exposed to traffic at the end of the work day.

A table listing the existing guardrail elevations and the estimated vertical adjustment has been added to the MOT Stage 1A plans for reference.

The following methods are acceptable to vertically adjust the guardrail:

The guardrail may be adjusted by a combination of raising the existing steel blockouts and vertical adjustment up or down of the existing posts. Field inspection indicates that the blockouts could be raised as much as six (6) inches. It is expected that this amount of adjustment would place the guardrail at a height greater than thirty-one (31) inches above finished grade. In this case, the post can be "hammered' down to achieve the required height.

The guardrail may be raised by through the use of force by prying on the rail and posts together. However, the Contractor shall not use this method if the vertical adjustment is greater than six (6) inches at any location. In any cases where this method is used, the Contractor and Engineer shall monitor the guardrail elevations throughout the construction staging to ensure settlement has not occurred. If settlement does occur, the Contractor shall take corrective action at no additional cost to the contract. The minimum guardrail height shall be thirty (30) inches above finished grade. Additional posts may need to be added as necessary to maintain the adjust height. Additional posts will not be measured for payment.

The guardrail may be raised to the correct elevation by removing and resetting the post and quardrail.

The guardrail end treatments consist of a rounded W-Beam end section (Terminal Type 1 nose) and will need to be removed and relocated at the location shown in the MOT Plans. The Contractor shall set the end treatment to match the adjoining rail.

Basis of Payment. The vertical guardrail adjustment work will be paid for at the contract unit price per Foot for VERTICAL ADJUSTMENT OF GUARDRAIL, regardless of the method of

adjustment used and the amount of vertical adjustment required. This price shall include labor, tools, equipment and incidentals required to complete the work as specified.

The removing and relocation of the guardrail end treatments work will be paid for at the contract unit price per Each for RELOCATE TRAFFIC BARRIER TERMINAL, (TEMPORARY), which price shall include removing, salvaging and re-installing the end treatment, post and hardware, all labor, tools, equipment and incidentals required to complete the work as specified.

## **TEMPORARY INFORMATION SIGNS**

<u>Description:</u> Kane County requires that temporary information signing will be erected on the north and south side of the bridge to inform the public of the construction duration. The contractor will coordinate with the Engineer on the exact placement of the sign. The sign shall be in place for the entire duration of the contract or as directed by the Engineer. The temporary sign will be as dimensioned on Std. TC22 except the message shall be as detailed on the Maintenance of Traffic Plan.

This work shall consist of furnishing, installing, maintaining, relocating for various states of construction, and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

## Materials:

Materials shall be according to the following Articles of Section 1000- Materials:

	Item	Article/Section
a.	Sign Base (Notes I & 2)	1090
b.	Sign Face (Note 3)	1091
c.	Sign Legends	1092
d.	Sign Supports	1093
e.	Overlay Panels (Note 4)	1090.02

- Note 1. The Contractor may use 5/8 inch instead of 3/4 inch thick plywood.
- Note 2. Type A sheeting can be used on the plywood base.
- Note 3. All sign faces shall be Type A except all orange signs shall meet the requirements of Article 1106.01.
- Note 4. The overlay panels shall be 0.08 inch thick.

## **General Construction Requirements:**

Installation: the Contractor prior to fabrication shall verify the sign sizes and legend sizes.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft above the near edge of the pavement and shall be a minimum of 2 ft beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The Contractor shall place signs one (1) Week in advance of the start of any construction on each side of the project limits that will state construction starting here, the start date of construction and the number of months the construction is anticipated to last.

The attachment of temporary signs to existing sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Basis of Payment: The signing, which includes post and mounting, will be paid as TEMPORARY INFORMATIONAL SIGNS, per Square Feet for each sign erected, which shall be full compensation for all labor, equipment and materials required for performing the work as herein specified. All hardware, posts, or skids, supports, bases for ground-mounted signs, connections, which are required for mounting these signs, will be included.

## **GUARDRAIL MARKERS**

<u>Description:</u> This item will consist of placing new guardrail markers on the existing east side guardrail to be to remain as part of stage 1B and on the permanent guardrail.

For markers on the existing guardrail, once the existing guardrail is removed the guardrail markers shall be salvaged and returned to the County.

<u>Materials:</u> The guardrail mounted reflectors shall be "AKT-567" and shall be provided for all proposed Steel Plate Beam Guardrail locations shown in plan.

- A. The reflective area shall be approximately nine (9) square inches of encapsulated lens reflective sheeting permanently mounted to the bracket by either pressure sensitive or heat. The sheeting shall be Hi-intensity grade reflective material and the color of the reflective sheeting to be chosen by the Engineer in the field. The reflector shall be mounted at each post location shown in the plans per the manufacturer's specifications and details.
- B. The bracket shall be 12 gauge galvanized steel. The bracket shall be of the same size and shape as the reflective sheeting that is mounted on it. The bracket shall have slotted holes in such a manner as to fit under the collars of the existing guardrail bolts when tightened down. There shall be no open area between the guardrail and the reflector so as to prohibit vandalism. The delineator shall mount within the channel section of the guardrail and shall not protrude further than the guardrail itself. No epoxy shall be used to install the delineator to the guardrail. The delineator shall be capable of holding reflective material for either one-way or two-way application. The galvanizing shall be G-90 or better.

## Colors:

Existing Guardrail Stage 1B - Guardrail markers on the existing guardrail shall be reflective on both side of the reflector and both sides shall be white.

Permanent Guardrail – Guardrail markers shall be reflective on both side of the reflector with the traffic side being white and the opposing side being yellow.

Basis of Payment: The guardrail markers shall be paid for at the contract unit price Each for GUARDRAIL MARKERS, TYPE A, which price shall include the reflector, installation, removal (Stage 1B) labor, tools, equipment and incidentals required to complete the work as specified.

## **TEMPORARY CONSTRUCTION FENCE**

<u>Description.</u> This item represents a nominal contract quantity. It will consist of installing and maintaining an orange plastic snow fence at locations directed by the Engineer.

<u>Construction Requirements.</u> The fence shall be a minimum of four (4) feet in height with stakes placed a maximum of fifteen (15) apart.

If the fence becomes damaged, the Contractor shall replace the fence. The replacement of the fence will <u>not</u> be paid for separately but shall be considered included in the cost of the Temporary Construction Fence.

Method of Measurement. The fence shall be measured for payment in Foot for fence installed.

<u>Basis of Payment.</u> The work will be paid for at the contract unit price per Foot for TEMPORARY CONSTRUCTION FENCE, which price includes all materials, labor, tools, equipment and incidentals required to complete the work as specified. This item shall include the removal of temporary construction fencing at end of project. There shall be no adjustment in contract cost if this work is <u>not</u> required.

## **TURBIDITY BARRIER**

<u>Description</u>: This work shall consist of furnishing, placing and removing a geo-synthetic barrier totally enclosing construction within watercourses to confine sedimentation within the construction area. The Turbidity Barrier shall be a pre-assembled system, including the geotextile/geomembrane, connection and securing mechanisms, stakes, and ballast chain. The Contractor shall provide a system of adequate capability, appropriate for the site conditions such as depth (shown on plans as stream bottom elevation to normal water surface elevation), current, and wind/waves. The Turbidity Barrier shall be constructed according to the Manufacturer's recommendations.

The Contractor shall submit to the Engineer and the Kane-DuPage Soil and Water Conservation District the product information for the proposed Turbidity Barrier for approval prior to the start of work.

The Turbidity Barrier location and placement during demolition will be as specified by the Kane-DuPage Soil and Water Conservation District.

The geosynthetic shall meet the minimum physical requirements for Stabilization Geotextile, except the permittivity (ASTM D 4491) requirement shall be 0.06 sec-1 maximum. Geosynthetics may be polymer impregnated to negate permittivity and opening size requirements. Hemmed pockets shall be sewn or heat bonded for stakes and bottom weights. Panel ends shall have metal grommets placed through a reinforced hem. Connections between panels shall be tightly tied with synthetic or wire rope to prevent flow through the joint.

Stakes shall be hardwood or steel with sufficient length and cross-section to support the Barrier and maintain sufficient freeboard to prevent overtopping. Stake spacing shall not exceed 6.5 feet.

All hardware such as stakes, ballast chain, connection bolts, reinforcement plates, and tension cables shall be galvanized, stainless steel, aluminum, or otherwise corrosion resistant. The

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ballast chain shall have sufficient mass to maintain the geosynthetic in a vertical position, but shall not be less than 0.7 lb/ft.

The Turbidity Barrier shall be placed according to locations shown on the plans and according to the manufacturer's published installation guidelines or as directed by the Engineer. The depth and location of the barrier shall be governed by stream depths anticipated at the time of construction and approved by the Engineer and the Kane-DuPage Soil and Water Conservation District. In streams, the Turbidity Barrier shall be placed parallel to currents or flow. The Turbidity Barrier system shall be designed to handle site-specific drainage or flow appurtenances. This design should be based on the current flow conditions and requirements of the Soil and Water Conservation District. The Contractor shall be responsible to provide and maintain sufficient anchors, tie-downs, or other mechanisms to insure proper position and performance of the Turbidity Barrier. The Turbidity Barrier shall include a re-directional barrier on the upstream end such as a concrete barrier or wood planking. Any visible plume of cloudy water outside the protected construction area shall constitute inadequate performance of the Turbidity Barrier. The Contractor shall immediately modify, adjust, or repair any portion of Turbidity Barrier to correct inadequate performance.

Turbidity Barrier shall maintain continuous contact with the bottom. Excess barrier shall lie without wrinkles on the bottom, away from construction activity.

The Contractor shall maintain the Turbidity Barrier until the construction activity within the watercourse is complete and the turbidity is reduced to acceptable levels as approved by the Engineer. Maintaining shall include keeping a tight alignment around the work area or shoreline.

Basis of Payment: This work will be paid for at the contract unit price per Foot for TURBIDITY BARRIER.

#### TREE TRIMMING

<u>Description</u>: This work shall consist of trimming tree(s) to improve sight distance looking north from the driveway located at Station 22+56. The Contractor shall coordinate with the Engineer to determine the required amount of trimming to be performed.

<u>Basis of Payment:</u> The work will be paid for at the contract unit price Each for TREE TRIMMING, which price shall include trimming, disposal of the trimmed branches, labor, tools, equipment and incidentals required to complete the work as specified.

#### WASHOUT BASIN

<u>Description:</u> This item shall consist of constructing and maintaining a washout basin for concrete trucks and other construction vehicles. The washout basin will be as detailed on the plans.

<u>Basis of Payment:</u> This work shall be paid for at the contract unit price per Lump Sum for WASHOUT BASIN, which prices shall include general maintenance and removal of all construction debris and all material, labor, tools, equipment, disposal of surplus material, and incidentals necessary to complete this item of work.

## RIGHT OF WAY AND PROPERTY CORNERS

<u>Description:</u> This work shall consist of furnishing and placing property corners at the locations shown on the plans.

<u>Construction Requirements:</u> The right of way and property markers will consist of a 3/4 inch diameter pipe, 36" in length, will be set at the location shown on the plans. The property pin will be placed under the direction of a Registered Land Surveyor of the State of Illinois. Monument records will not be required for property pins.

<u>Basis of Payment:</u> The work of furnishing and installing property markers will be paid for at the contract unit price Each for RIGHT OF WAY AND PROPERTY CORNERS, which price shall include furnishing the pipe, labor, tools, equipment and incidentals required to complete the work as specified.

Supervision by a registered Land Surveyor and all collateral work necessary to establish the right of way and property corners, will <u>not</u> be paid for separately, but shall be considered included in the unit price for setting the property pin as specified.

# AGGREGATE SUBGRADE IMPROVEMENT (D-1)

Effective: February 22, 2012 Revised: November 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
(b) Reclaimed Asphalt Pavement (RAP) (Notes 1, 2 and 3)	

Note 1. Crushed RAP, from either full depth or single lift removal, may be mechanically blended with aggregate gradations CS 01 or CS 02 but shall not exceed 40 percent of the total product. The top size of the Coarse 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 or CS 02 are used in lower lifts. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.

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".

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- **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 CS 01 or CS 02 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 Reclaimed Asphalt Pavement (RAP) is used, it shall be crushed and screened where 100 percent is passing the 1 1/2 in. (37.5 mm) sieve and being well graded. RAP that has been fractionated to size will not be permitted for use in capping. Capping aggregate will not be required when the aggregate subgrade improvement is used as a cubic yard pay item for undercut applications. When RAP is blended with any of the coarse aggregates, the blending shall be done with mechanically calibrated feeders.
- **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) 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 thicknesses of 12 in. (300 mm) or greater shall be CS 01 or CS 02.

	COARSE AGGREGATE SUBGRADE GRADATIONS										
Grad No.		Sieve Si	ze and Percen	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 Size and Percent Passing									
Grad No.	200 mm   150 mm   100 mm   50 mm   4.75										
CS 01	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20						
CS 02	100 80 ± 10 25 ± 15										

- (2) The 3 in. (75 mm) capping aggregate shall be gradation CA 6 or CA 10.
- (3) Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## AGGREGATE SURFACE COURSE FOR TEMPORARY ACCESS

Effective: April 1, 2001 Revised: January 2, 2007

Revise Article 402.10 of the Standard Specifications to read:

"402.10 For Temporary Access. The contractor shall construct and maintain aggregate surface course for temporary access to private entrances, commercial entrances and roads according to Article 402.07 and as directed by the Engineer.

The aggregate surface course shall be constructed to the dimensions and grades specified below, except as modified by the plans or as directed by the Engineer.

- (b) Private Entrance. The minimum width shall be 12 ft (3.6 m). The minimum compacted thickness shall be 6 in. (150 mm). The maximum grade shall be eight percent, except as required to match the existing grade.
- (c) Commercial Entrance. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The maximum grade shall be six percent, except as required to match the existing grade.
- (d) Road. The minimum width shall be 24 ft (7.2 m). The minimum compacted thickness shall be 9 in. (230 mm). The grade and elevation shall be the same as the removed pavement, except as required to meet the grade of any new pavement constructed.

Maintaining the temporary access shall include relocating and/or regrading the aggregate surface coarse for any operation that may disturb or remove the temporary access. The same type and gradation of material used to construct the temporary access shall be used to maintain it.

When use of the temporary access is discontinued, the aggregate shall be removed and utilized in the permanent construction or disposed of according to Article 202.03."

Add the following to Article 402.12 of the Standard Specifications:

"Aggregate surface course for temporary access will be measured for payment as each for every private entrance, commercial entrance or road constructed for the purpose of temporary access. If a residential drive, commercial entrance, or road is to be constructed under multiple stages, the aggregate needed to construct the second or subsequent stages will not be measured for payment but shall be included in the cost per each of the type specified."

Revise the second paragraph of Article 402.13 of the Standard Specifications to read:

"Aggregate surface course for temporary access will be paid for at the contract unit price per each for TEMPORARY ACCESS (PRIVATE ENTRANCE), TEMPORARY ACCESS (COMMERCIAL ENTRANCE) or TEMPORARY ACCESS (ROAD).

# BITUMINOUS PRIME COAT FOR HOT-MIX ASPHALT PAVEMENT (FULL DEPTH) (D-1)

Effective: May 1, 2007

Revise Article 407.06(b) of the Standard Specifications to read:

"A bituminous prime coat shall be applied between each lift of HMA according to Article 406.05(b) at a rate of 0.02 to 0.05 gal/sq yd (0.1 to 0.2 L/sq m), the exact rate to be determined by the Engineer."

Revise the second paragraph of Article 407.12 of the Standard Specifications to read:

"Prime Coat will be paid for at the contract unit price per gallon (liter) or per ton (metric ton) for BITUMINOUS MATERIALS (PRIME COAT)."

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

Effective: November 1, 2011 Revised: November 1, 2013

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 used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". 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. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## **EMBANKMENT I**

Effective: March 1, 2011 Revised: November 1, 2013

<u>Description</u>. This work shall be according to Section 205 of the Standard Specifications except for the following.

<u>Material</u>. All material shall be approved by the District Geotechnical Engineer. The proposed material must meet the following requirements.

- a) The laboratory Standard Dry Density shall be a minimum of 90 lb/cu ft (1450 kg/cu m) when determined according to AASHTO T 99 (Method C).
- b) The organic content shall be less than ten percent determined according to AASHTO T 194 (Wet Combustion).
- c) Soils which demonstrate the following properties shall be restricted to the interior of the embankment and shall be covered on both the sides and top of the embankment by a minimum of 3 ft (900 mm) of soil not considered detrimental in terms of erosion potential or excess volume change.
  - 1) A grain size distribution with less than 35 percent passing the number 75 um (#200) sieve.
  - 2) A plasticity index (PI) of less than 12.
  - 3) A liquid limit (LL) in excess of 50.
- d) Reclaimed asphalt shall not be used within the ground water table or as a fill if ground water is present.
- e) The RAP used shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight.

## **CONSTRUCTION REQUIREMENTS**

<u>Samples</u>. Embankment material shall be sampled, tested, and approved before use. The contractor shall identify embankment sources, and provide equipment as the Engineer requires, for the collection of samples from those sources. Samples will be furnished to the Geotechnical Engineer a minimum of three weeks prior to use in order that laboratory tests for approval and compaction can be performed. Embankment material placement cannot begin until tests are completed and approval given.

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<u>Placing Material</u>. In addition to Article 202.03, broken concrete, reclaimed asphalt with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities shall be placed in 6 inches (150 mm) lifts and disked with the underlying lift until a uniform homogenous material is formed. This process also applies to the overlaying lifts. The disk must have a minimum blade diameter of 24 inches (600 mm).

When embankments are to be constructed on hillsides or existing slopes that are steeper than 3H:1V, steps shall be keyed into the existing slope by stepping and benching as shown in the plans or as directed by the engineer.

<u>Compaction</u>. Soils classification for moisture content control will be determined by the Soils Inspector using visual field examination techniques and the IDH Textural Classification Chart.

When tested for density in place each lift shall have a maximum moisture content as follows.

- a) A maximum of 110 percent of the optimum moisture for all forms of clay soils.
- b) A maximum of 105 percent of the optimum moisture for all forms of clay loam soils.

<u>Stability.</u> The requirement for embankment stability in Article 205.04 will be measured with a Dynamic Cone Penetrometer (DCP) according to the test method in the IDOT Geotechnical Manual. The penetration rate must be equal or less than 1.5 inches (38 mm) per blow.

<u>Basis of Payment.</u> This work will not be paid separately but will be considered as included in the various items of excavation.

## 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.

## FRICTION SURFACE AGGREGATE (D1)

Effective: January 1, 2011 Revised: November 1, 2013

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

- "(4) Crushed Stone. Crushed stone shall be the angular fragments resulting from crushing undisturbed, consolidated deposits of rock by mechanical means. Crushed stone shall be divided into the following, when specified.
  - a. Carbonate Crushed Stone. Carbonate crushed stone shall be either dolomite or limestone. Dolomite shall contain 11.0 percent or more magnesium oxide (MgO). Limestone shall contain less than 11.0 percent magnesium oxide (MgO).

b. Crystalline Crushed Stone. Crystalline crushed stone shall be either metamorphic or igneous stone, including but is not limited to, quartzite, granite, rhyolite and diabase."

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

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

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

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete
HMA All Other	Shoulders	Allowed Alone or in Combination:  Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) 1/ Crushed Steel Slag 1/ Crushed Concrete
HMA High ESAL Low ESAL	C Surface IL-12.5,IL-9.5, or IL-9.5L	Allowed Alone or in Combination:  Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) 1/ Crushed Steel Slag 1/ Crushed Concrete

Use	Mixture	Aggregates Allowed					
HMA High ESAL	D Surface IL-12.5 or IL-9.5	Allowed Alone or in Combination:  Crushed Gravel Carbonate Crushed Stone (other Limestone) Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) 1/ Crushed Steel Slag 1/ Crushed Concrete					
		Other Combinations A	llowed:				
		Up to	With				
		25% Limestone	Dolomite				
		50% Limestone	Any Mixture D aggregate other than Dolomite				
		75% Limestone	Crushed Slag (ACBF) <sup>1/</sup> or Crushed Sandstone				
HMA High ESAL	F Surface IL-12.5 or IL-9.5	Allowed Alone or in Control Co	tone 1/				
		Other Combinations Allowed:					
		Up to	With				
		50% Crushed Gravel, or Dolomite	Crushed Sandstone, Crushed Slag (ACBF) <sup>1/</sup> , Crushed Steel Slag <sup>1/</sup> , or Crystalline Crushed Stone				

Use	Mixture	Aggregates Allowed
HMA High ESAL	SMA Ndesign 80 Surface	Crystalline Crushed Stone Crushed Sandstone Crushed Steel Slag

1/ When either slag is used, the blend percentages listed shall be by volume.

Add the following to Article 1004.03 (b):

"When using Crushed Concrete, the quality shall be determined as follows. The Contractor shall obtain a representative sample from the stockpile, witnessed by the Engineer, at a frequency of 2500 tons (2300 metric tons). The sample shall be a minimum of 50 lb (25 kg). The Contractor shall submit the sample to the District Office. 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 by weight will be applied for acceptance. The stockpile shall be sealed until test results are complete and found to meet the specifications above."

# GROUND TIRE RUBBER (GTR) MODIFIED ASPHALT BINDER (D-1)

Effective: June 26, 2006 Revised: January 1, 2013

Add the following to the end of article 1032.05 of the Standard Specifications:

"(c) Ground Tire Rubber (GTR) Modified Asphalt Binder. A quantity of 10.0 to 14.0 percent GTR (Note 1) shall be blended by dry unit weight with a PG 64-28 to make a GTR 70-28 or a PG 58-28 to make a GTR 64-28. The base PG 64-28 and PG 58-28 asphalt binders shall meet the requirements of Article 1032.05(a). Compatible polymers may be added during production. The GTR modified asphalt binder shall meet the requirements of the following table.

Test	Asphalt Grade GTR 70-28	Asphalt Grade GTR 64-28
Flash Point (C.O.C.), AASHTO T 48, °F (°C), min.	450 (232)	450 (232)
Rotational Viscosity, AASHTO T 316 @ 275 °F (135 °C), Poises, Pa·s, max.	30 (3)	30 (3)
Softening Point, AASHTO T 53, °F (°C), min.	135 (57)	130 (54)

Elastic Recovery,		
ASTM D 6084, Procedure A (sieve waived)		
@ 77 °F, (25 °C), aged, ss,	65	65
100 mm elongation, 5 cm/min.,		
cut immediately, %, min.		

Note 1. GTR shall be produced from processing automobile and/or light truck tires by the ambient grinding method. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall contain no free metal particles or other materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois modified AASHTO T 27, a 50 g sample of the GTR shall conform to the following gradation requirements:

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 μm)	95 ± 5
No. 50 (300 μm)	> 20

Add the following to the end of Note 1. of article 1030.03 of the Standard Specifications:

"A dedicated storage tank for the Ground Tire Rubber (GTR) modified asphalt binder shall be provided. This tank must be capable of providing continuous mechanical mixing throughout by continuous agitation and recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of  $\pm$  0.40 percent."

Revise 1030.02(c) of the Standard Specifications to read:

"(c) RAP Materials (Note 3) ......1031"

Add the following note to 1030.02 of the Standard Specifications:

Note 3. When using reclaimed asphalt pavement and/or reclaimed asphalt shingles, the maximum asphalt binder replacement percentage shall be according to the most recent special provision for recycled materials.

# HMA MIXTURE DESIGN REQUIREMENTS (D-1)

Effective: January 1, 2013 Revised: November 1, 2013

Revise Article 406.14(b) of the Standard Specifications to read.

"(b) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was not produced within 2.0 to 6.0 percent air voids or within the individual control limits of the JMF, the mixture and test strip will not be paid for and the mixture shall be removed at the Contractor's

expense. An additional test strip and mixture will be paid for in full, if produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF."

Revise Article 406.14(c) of the Standard Specifications to read.

"(c) If the HMA placed during the initial test strip (1) is determined to be unacceptable to remain in place by the Engineer, and (2) was produced within 2.0 to 6.0 percent air voids and within the individual control limits of the JMF, the mixture shall be removed. Removal will be paid in accordance to Article 109.04 of the Standard Specifications. This initial mixture and test strip will be paid for at the contract unit prices. The additional mixture will be paid for at the contract unit price, and any additional test strips will be paid for at one half the unit price of each test strip."

# 1) Design Composition and Volumetric Requirements

Revise the following table in Article 1030.01 of the Standard Specifications to read.

tion FOAL	IL-25.0 binder; IL-19.0 binder;
High ESAL	IL-12.5 surface; IL-9.5 surface; IL-4.75, SMA

Revise the following table in Article 1030.04(a)(1):

"(1) High ESAL Mixtures. The Job Mix Formula (JMF) shall fall within the following limits.

High ESAL, MIXTURE COMPOSITION (% PASSING) 1/														
Sieve IL-25.0 mm Size		IL-19.	.0 mm	IL-12.5 mm		IL-9.5 mm		IL-4.75 mm		SMA <sup>4/</sup> IL-12.5 mm		SMA <sup>4/</sup> IL-9.5 mm		
	Min	max	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)		100												
1 in. (25 mm)	90	100		100										
3/4 in. (19 mm)		90	82	100		100						100		
1/2 în. (12.5 mm)	45	75	50	85	90	100		100		100	80	100		100
3/8 in. (9.5 mm)		·				89	90	100		100		65	90	100
#4 (4.75 mm)	24	42 <sup>2/</sup>	24	50 <sup>2/</sup>	28	65	32	69	90	100	20	30	36	50
#8 (2.36 mm)	16	31	20	36	28	48 <sup>3/</sup>	32	52 <sup>3/</sup>	70	90	16	24 <sup>5/</sup>	16	32
#16 (1.18 mm)	10	22	10	25	10	32	10	32	50	65				
#30 (600 µm)											12	16	12	18
#50 (300 μm)	4	12	4	12	4	15	4	15	15	30				
#100 (150 µm)	3	9	3	9	3	10	3	10	10	18				
#200 (75 μm)	3	6	3	6	4	6	4	6	7	96/	7.0	9.0 6/	7.5	9.5 <sup>e/</sup>
Ratio Dust/Asphalt Binder		1.0		1.0		1.0		1.0		1.0		1.5		1.5

- 1/ Based on percent of total aggregate weight.
- 2/ The mixture composition shall not exceed 40 percent passing the #4 (4.75 mm) sieve for binder courses with Ndesign ≥ 90.
- 3/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign ≥ 90.
- 4/ The maximum percent passing the 20 μm sieve shall be ≤ 3 percent.
- 5/ When establishing the Adjusted Job Mix Formula (AJMF) the #8 (2.36mm) sieve shall not be adjusted above 24 percent.
- 6/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer."

Delete Article 1030.04(a)(4) of the Standard Specifications.

Revise Article 1030.04(b)(1) of the Standard Specifications to read.

"(1) High ESAL Mixtures. The target value for the air voids of the HMA shall be 4.0 percent and for IL-4.75 it shall be 3.5 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix, and shall conform to the following requirements.

VOLUMETRIC REQUIREMENTS High ESAL						
Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt Binder		
Ndesign	IL-25.0	IL-19.0	IL-12.5	IL-9.5	IL-4.75 <sup>1/</sup>	(VFA), %
50					18.5	65 – 78 <sup>2/</sup>
70 90 105	12.0	13.0	14.0	15.0		65 - 75

- 1/ Maximum Draindown for IL-4.75 shall be 0.3%
- 2/ VFA for IL-4.75 shall be 72-85%"

Delete Article 1030.04(b) (4) of the Standard Specifications.

Revise table in Article 1030.04(b)(5) as follows:

"(5) SMA Mixtures.

Volumetric Requirements SMA <sup>1/</sup>			
Ndesign	Design Air Voids Target %	Voids in the Mineral Aggregate (VMA), % min.	Voids Filled with Asphalt (VFA), %
80 <sup>4/</sup>	3.5	17 <sup>2/</sup> 16 <sup>3/</sup>	75 - 83

- 1/ Maximum Draindown shall be 0.3%.
- 2/ Applies when specific gravity of coarse aggregate is ≥ 2.760.
- 3/ Applies when specific gravity of coarse aggregate is < 2.760.
- 4/ For surface course, coarse aggregate shall be Class B Quality; the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone.\*

For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone.\*

## 2) Design Verification and Production

<u>Description</u>. The following states the requirements for Hamburg Wheel and Tensile Strength testing for High ESAL, IL-4.75, and Stone Matrix Asphalt (SMA) hot-mix asphalt (HMA) mixes during mix design verification and production.

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

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

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

<sup>\*</sup>Blending of different types of aggregate will not be permitted.

All new and renewal mix designs will be required to be tested, prior to submittal for Department verification meeting the following requirements:

(1) Hamburg Wheel Test criteria.

Asphalt Binder Grade	# Repetitions	Max Rut Depth (mm)
PG 70 -XX (or higher)	20,000	12.5
PG 64 -XX (or lower)	10,000	12.5

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

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

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

## Production Testing.

Revise first paragraph of Article 1030.06(a) to read:

"(a) High ESAL and IL-4.75 Mixtures. For each contract, a 300 ton (275 metric tons) test strip, except for IL -4.75 it will be 400 ton (363 metric ton), will be required at the beginning of HMA production for each mixture with a quantity of 3000 tons (2750 metric tons) or more according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures"."

Delete second paragraph of Article 1030.06 (a).

Revise first sentence in fourth paragraph of Article 1030.06 (a) to read:

"Before constructing the test strip, target values shall be determined by applying gradation correction factors to the JMF when applicable."

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 (approximately 60 lb (27 kg) total).

Add the following to Article 1030.06 of the Standard Specifications:

"(c) Hamburg Wheel Test. 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

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requirement to cease mix production may be waived if the plant produced mixture demonstrates conformance prior to start of mix production for a contract.

The Department may conduct additional Hamburg Wheel Tests on production material as determined by the Engineer. If the mixture fails to meet the Hamburg Wheel criteria, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria"

The Contractor shall immediately cease production upon notification by the Engineer of failing Hamburg Wheel test. All prior produced material may be paved out provided all other mixture criteria are being met. No additional mixture shall be produced until the Engineer receives passing Hamburg Wheel tests.

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

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

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

## 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.

## **PUBLIC CONVENIENCE AND SAFETY (DIST 1)**

Effective: May 1, 2012 Revised: July 15, 2012

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

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

F.A.U. 2331 Job. No. C-91-270-09 Sec. 08-00386-00-BR

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

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

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

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

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

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

Revise Section 1031 of the Standard Specifications to read:

# "SECTION 1031. 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 from 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).

F.A.U. 2331 Job. No. C-91-270-09 Sec. 08-00386-00-BR

**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. Additional processed RAP (FRAP) shall be stockpiled in a separate working pile, as designated in the QC Plan, and only added to the sealed stockpile when test results for the working pile are complete and are found to meet tolerances specified herein for the original sealed FRAP stockpile. Stockpiles shall be sufficiently separated to prevent intermingling at the base. All stockpiles (including unprocessed RAP and 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 and 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 FRAP 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 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 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 or 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.

F.A.U. 2331 Job. No. C-91-270-09 Sec. 08-00386-00-BR

(b) RAS Stockpiles. 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. FRAP and RAS testing shall be according to the following.

- (a) FRAP Testing. When used in HMA, the FRAP shall be sampled and tested either during processing or after stockpiling. It shall also be sampled during HMA production.
  - (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) Incoming Material. For testing as incoming material, washed extraction samples shall be run at a minimum frequency of one sample per 2000 tons (1800 metric tons) or once per week, whichever comes first.
  - (3) 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 of 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 during stockpiling according to Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Shingle (RAS) Sources". The Contractor shall also sample as incoming material at the HMA plant.
  - (1) 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 ≤ 1000 ton (900 metric ton), five-sample/test stockpile has been established it shall be sealed. Additional incoming RAS shall be 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.

(2) Incoming Material. For testing as incoming material at the HMA plant, washed extraction shall be run at the minimum frequency of one sample per 250 tons (227 metric tons). A minimum of five samples are required for stockpiles less than 1000 tons (900 metric tons). The incoming material test results shall meet the tolerances specified herein.

The Contractor shall obtain and make available all test results from start of the initial stockpile sampled and tested at the shingle processing facility in accordance with the facility's QC Plan.

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 FRAP Test Results. All test results shall be compiled to include asphalt binder content, gradation and, when applicable (for slag), G<sub>mm</sub>. A five test average of results from the original pile will be used in the mix designs. Individual extraction test results run thereafter, shall be compared to the average used for the mix design, and will be accepted if within the tolerances listed below.

Parameter	FRAP		
No. 4 (4.75 mm)	± 6 %		
No. 8 (2.36 mm)	± 5 %		
No. 30 (600 μm)	± 5 %		
No. 200 (75 μm)	± 2.0 %		
Asphalt Binder	± 0.3 %		
G <sub>mm</sub>	± 0.03 <sup>1/</sup>		

1/ For stockpile with slag or steel slag present as determined in the current Manual of Test Procedures Appendix B 21, "Determination of Reclaimed Asphalt Pavement Aggregate Bulk Specific Gravity".

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the FRAP stockpile shall not be used in Hot-Mix Asphalt unless the FRAP representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

The Contractor shall maintain a representative moving average of five tests to be used for Hot-Mix Asphalt production.

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)" or Illinois Modified AASHTO T-164-11, Test Method A.

(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. A five test average of results from the original pile will be used in the mix designs. Individual test results run thereafter, when compared to the average used for the mix design, 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)	± 2.5 %
Asphalt Binder Content	± 2.0 %

If any individual sieve and/or asphalt binder content tests are out of the above tolerances when compared to the average used for the mix design, the RAS shall not be used in Hot-Mix Asphalt unless the RAS representing those tests is removed from the stockpile. All test data and acceptance ranges shall be sent to the District for evaluation.

(c) Quality Assurance by the Engineer. The Engineer may witness the sampling and splitting conduct assurance tests on split samples taken by the Contractor for quality control testing a minimum of once a month.

The overall testing frequency will be performed over the entire range of Contractor samples for asphalt binder content and gradation. The Engineer may select any or all split samples for assurance testing. The test results will be made available to the Contractor as soon as they become available.

The Engineer will notify the Contractor of observed deficiencies.

Differences between the Contractor's and the Engineer's split sample test results will be considered acceptable if within the following limits.

Test Parameter	Acceptable Limits of Precision		
% Passing: <sup>1/</sup>	FRAP	RAS	
1 / 2 in.	5.0%	10.01.00.00	
No. 4	5.0%		
No. 8	3.0%	4.0%	
No. 30	2.0%	3.0%	
No. 200	2.2%	2.5%	
Asphalt Binder Content	0.3%	1.0%	
G <sub>mm</sub>	0.030		

<sup>1/</sup> Based on washed extraction.

In the event comparisons are outside the above acceptable limits of precision, the Engineer will immediately investigate.

(d) Acceptance by the Engineer. Acceptable of the material will be based on the validation of the Contractor's quality control by the assurance process.

## 1031.05 Quality Designation of Aggregate in RAP and 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.
  - (1) RAP from Class I, Superpave/HMA (High ESAL), or (Low ESAL) IL-9.5L surface mixtures are designated as containing Class B quality coarse aggregate.
  - (2) RAP from Superpave/HMA (Low ESAL) IL-19.0L binder mixture is designated as Class D quality coarse aggregate.
  - (3) RAP from Class I, Superpave/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 FRAP and/or RAS in HMA.** The use of FRAP and/or RAS shall be a Contractor's option when constructing HMA in all contracts.

- (a) FRAP. The use of FRAP in HMA shall be as follows.
  - (1) Coarse Aggregate Size (after extraction). The coarse aggregate in all FRAP shall be equal to or less than the nominal maximum size requirement for the HMA mixture to be produced.
  - (2) Steel Slag Stockpiles. 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). FRAP stockpiles for use in HMA surface mixtures (High and Low ESAL) shall have coarse aggregate that is Class B quality or better. 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. 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. FRAP stockpiles for use in HMA shoulders and stabilized subbase (HMA) shall be FRAP, 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) FRAP and/or RAS Usage Limits. Type 1 or Type 2 RAS may be used alone or in conjunction with FRAP in HMA mixtures up to a maximum of 5.0% by weight of the total mix.

When FRAP, RAS or FRAP in conjunction with RAS is used, the percent of virgin asphalt binder replacement (ABR) shall not exceed the amounts indicated in the table below for a given N Design.

HMA Mixtures 1/2/4/	Maximum % ABR		
Ndesign	Binder/Leveling Binder	Surface	Polymer Modified 3/
30L	50	40	30
50	40	35	30
70	40	30	30
90	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 using a virgin asphalt binder grade of PG64-22 will 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 or IL-4.75 is 15 percent or less, the required virgin asphalt binder shall be SBS PG76-22 and the elastic recovery shall be a minimum of 80. When the ABR for SMA or IL-4.75 exceeds 15%, the virgin asphalt binder grade shall be SBS PG70-28 and the elastic recovery shall be a minimum of 80.
- 4/ When FRAP or RAS is used alone, the maximum percent asphalt binder replacement designated on the table shall be reduced by 10%.

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

- (a) FRAP and/or RAS. FRAP and /or RAS mix designs shall be submitted for verification. If additional FRAP or RAS stockpiles are tested and found to be within tolerance, as defined under "Evaluation of Tests" herein, and meet all requirements herein, the additional FRAP or RAS stockpiles may be used in the original design at the percent previously verified.
- (b) RAS. Type 1 and Type 2 RAS are not interchangeable in a mix design. A RAS stone bulk specific gravity (Gsb) of 2.500 shall be used for mix design purposes.

1031.08 HMA Production. HMA production utilizing FRAP and/or RAS shall be as follows.

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 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 during mix production, corrective actions fail to maintain FRAP, RAS or QC/QA test results within control tolerances or the requirements listed herein the Contractor shall cease production of the mixture containing FRAP or RAS and conduct an investigation that may require a new mix design.

- (a) 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.
- (b) HMA Plant Requirements. HMA plants utilizing FRAP and/or RAS 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 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.
    - f. Accumulated asphalt binder in gallons (liters), tons (metric tons), etc. to the nearest 0.1 unit.
    - g. Residual asphalt binder in the RAS and FRAP material as a percent of the total mix to the nearest 0.1 percent.
    - h. Aggregate RAS and FRAP moisture compensators in percent as set on the control panel. (Required when accumulated or individual aggregate and RAS 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 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 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. RAP used to construct aggregate surface course and aggregate shoulders shall be according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications"
- (b) Gradation. One hundred percent of the RAP material shall pass the 1 1/2 in. (37.5mm) sieve. The RAP material shall be reasonably well graded from coarse to fine. RAP material that is gap-graded, FRAP, or single sized will not be accepted for use as Aggregate Surface Course and Aggregate Shoulders."

# STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: January 24, 2013

Utilities companies involved in this project have provided the following estimated durations:

Utilities companies involved in this project have provided the following estimated durations:			
Name of Utility	Туре	Location	Estimated Duration of Time for the Completion of Relocation or Adjustments
AT&T Distribution Kate Peters Legal Mandate Engineer 1000 Commerce Drive Oak Brook, IL 60523 630-573-5759	2 buried copper cables 1 buried fiber cable	East Side Sta. 12+00 to Sta. 25+00 with roadway crossing at Sta. 22+67	Verified 2 copper cables and determined these cables are in conflict with project. AT&T will coordinate with ComEd to transfer line from east side to their relocated poles on west side of the road.  Verified 1-fiber cable is not in conflict. No action required.
			complete work
ComEd Mr. Nora Fernandez Rockford Business Office 123 Energy Avenue Rockford, IL 61109 815-490-2335 Proj. #H11045DKB	Overhead Electric and poles	West Side Sta. 12+00 to Sta. 25+00	Conflicts have been confirmed with ComEd that 5 poles need to be relocated.  Permit Application and work order sent to KDOT on 10/3/13.  ComEd has work scheduled to begin on 12/9/13.  5 working days to complete work
Nicor Ms. Constance Lane Engineering Administrator 1844 Ferry Road Naperville, IL 60563 630-388-3830 Proj. # N7622	Underground 4" Gas Main	East Side Sta. 12+00 to Sta. 25+00 with roadway crossing at Sta. 23+00	Conflicts have been confirmed and coordinated with Nicor. Nicor will relocate 500' of 4" gas main at the stream crossing.  Submitted Permit Application to KDOT 9/17/13. 15 working days to complete

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.

In accordance with 605 ILCS 5/9-113 of the Illinois Compiled Statutes, utility companies have 90 days to complete the relocation of their facilities after receipt of written notice from the Department. The 90-day written notice will be sent to the utility companies after the following occurs:

- 1) Proposed right of way is clear for contract award.
- 2) Final plans have been sent to and received by the utility company.
- 3) Utility permit is received by the Department and the Department is ready to issue said permit.
- 4) If a permit has not been submitted, a 15 day letter is sent to the utility company notifying them they have 15 days to provide their permit application. After allowing 15 days for submission of the permit the 90 day notice is sent to the utility company.
- 5) Any time within the 90 day relocation period the utility company may request a waiver for additional time to complete their relocation. The Department has 10 days to review and respond to a waiver request.

## TRAFFIC SIGNAL SPECIFICATIONS

Effective: May 22, 2002 Revised: January 1, 2012

These Traffic Signal Special Provisions and the "District One Standard Traffic Signal Design Details" supplement the requirements of the State of Illinois "Standard Specifications for Road and Bridge Construction." The intent of these Special Provisions is to prescribe the materials and construction methods commonly used for traffic signal installations. All material furnished shall be new. The locations and the details of all installations shall be as indicated on the Plans or as directed by the Engineer. Traffic signal construction and maintenance work shall be performed by personnel holding IMSA Traffic Signal Technician Level II certification. The work to be done under this contract consists of furnishing and installing all traffic signal work as specified in the Plans and as specified herein in a manner acceptable and approved by the Engineer.

## **SECTION 720 SIGNING**

# **MAST ARM SIGN PANELS**

Add the following to Article 720.02 of the Standard Specifications:

Signs attached to poles or posts (such as mast arm signs) shall have mounting brackets and sign channels which are equal to and completely interchangeable with those used by the District Sign Shops. Signfix Aluminum Channel Framing System is currently recommended, but other brands of mounting hardware are acceptable based upon the Department's approval.

## **DIVISION 800 ELECTRICAL**

## SUBMITTALS.

Revise Article 801.05 of the Standard Specifications to read:

All material approval requests shall be submitted in accordance with the District's current Electrical Product Data and Documentation Submittal Guidelines. General requirements include:

- Material approval requests shall be made at the preconstruction meeting, including major traffic signal items listed in the table in Article 801.05. Material or equipment which is similar or identical shall be the product of the same manufacturer, unless necessary for system continuity. Traffic signal materials and equipment shall bear the U.L. label whenever such labeling is available.
- 2. Product data and shop drawings shall be assembled by pay item and separated from of other pay item submittals. Only the top sheet of each pay item submittal will be stamped by the Department with the review status, except shop drawings for mast arm pole assemblies and the like will be stamped with the review status on each sheet.
- 3. Partial or incomplete submittals will be returned without review.
- 4. Certain non-standard mast arm poles and structures will require additional review from IDOT's Central Office. Examples include ornamental/decorative and non-standard length mast arm pole assemblies. The Contractor shall account for the additional review time in his schedule.
- 5. The contract number or permit number, project location/limits and corresponding pay code number must be on each sheet of correspondence, catalog cuts and mast arm poles and assemblies drawings.
- 6. Where certifications and/or warranties are specified, the information submitted for approval shall include certifications and warranties. Certifications involving inspections, and/or tests of material shall be complete with all test data, dates, and times.
- 7. After the Engineer reviews the submittals for conformance with the design concept of the project, the Engineer will stamp the drawings indicating their status as 'Approved', 'Approved-As-Noted', 'Disapproved', or 'Incomplete'. Since the Engineer's review is for conformance with the design concept only, it is the Contractor's responsibility to coordinate the various items into a working system as specified. The Contractor shall not be relieved from responsibility for errors or omissions in the shop, working, layout drawings, or other documents by the Department's approval thereof. The Contractor must still be in full compliance with contract and specification requirements.
- All submitted items reviewed and marked 'APPROVED AS NOTED', 'DISAPPROVED', or 'INCOMPLETE' are to be resubmitted in their entirety, unless otherwise indicated within the submittal comments, with a disposition of previous comments to verify contract compliance at no additional cost to the contract.
- 9. Exceptions to and deviations from the requirements of the Contract Documents will not be allowed. It is the Contractor's responsibility to note any deviations from Contract requirements at the time of submittal and to make any requests for deviations in writing to the Engineer. In general, substitutions will not be acceptable. Requests for substitutions must

demonstrate that the proposed substitution is superior to the material or equipment required by the Contract Documents. No exceptions, deviations or substitutions will be permitted without the approval of the Engineer.

# **INSPECTION OF ELECTRICAL SYSTEMS.**

Add the following to Article 801.10 of the Standard Specifications:

(c) All cabinets including temporary traffic signal cabinets shall be assembled by an approved equipment supplier in District One. The Department reserves the right to request any controller and cabinet to be tested at the equipment supplier facilities prior to field installation, at no extra cost to this contract.

## MAINTENANCE AND RESPONSIBILITY.

Revise Article 801.11 of the Standard Specifications to read:

- Existing traffic signal installations and/or any electrical facilities at all or various a. locations may be altered or reconstructed totally or partially as part of the work The Contractor is hereby advised that all traffic control on this Contract. equipment, presently installed at these locations, may be the property of the State of Illinois, Department of Transportation, Division of Highways, County, Private Developer, or the Municipality in which they are located. Once the Contractor has begun any work on any portion of the project, all traffic signals within the limits of this contract or those which have the item "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," shall become the full responsibility of the Contractor. Automatic Traffic Enforcement equipment is not owned by the State and the Contractor shall not be responsible for maintaining it during construction. The Contractor shall supply the Engineer, Area Traffic Signal Maintenance and Operations Engineer, IDOT ComCenter and the Department's Electrical Maintenance Contractor with two 24-hour emergency contact names and telephone numbers.
- b. When the project has a pay item for "Maintenance of Existing Traffic Signal Installation," "Temporary Traffic Signal Installation(s)" and/or "Maintenance of Existing Flashing Beacon Installation," the Contractor must notify both the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, of their intent to begin any physical construction work on the Contract or any portion thereof. notification must be made a minimum of seven (7) working days prior to the start of construction to allow sufficient time for inspection of the existing traffic signal installation(s) and transfer of maintenance to the Contractor. If work is started prior to an inspection, maintenance of the traffic signal installation(s) will be transferred to the Contractor without an inspection. The Contractor will become responsible for repairing or replacing all equipment that is not operating properly or is damaged at no cost to the owner of the traffic signal. Final repairs or replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted.

- c. Contracts such as pavement grinding or patching which result in the destruction of traffic signal loops do not require maintenance transfer, but require a notification of intent to work and an inspection. A minimum of seven (7) working days prior to the loop removal, the Contractor shall notify the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 and the Department's Electrical Maintenance Contractor, at which time arrangements will be made to adjust the traffic controller timing to compensate for the absence of detection. Damaged Automatic Traffic Enforcement equipment, including cameras, detectors, or other peripheral equipment, shall be replaced by others, per Permit agreement, at no cost to the contract. See additional requirements in these specifications under Inductive Loop Detector.
- d. The Contractor is advised that the existing and/or temporary traffic signal installation must remain in operation during all construction stages, except for the most essential down time. Any shutdown of the traffic signal installation, which exceeds fifteen (15) minutes, must have prior approval of the Engineer. Approval to shutdown the traffic signal installation will only be granted during the period extending from 10:00 a.m. to 3:00 p.m. on weekdays. Shutdowns shall not be allowed during inclement weather or holiday periods.
- e. The Contractor shall be fully responsible for the safe and efficient operation of the traffic signals. Any inquiry, complaint or request by the Department, the Department's Electrical Maintenance Contractor or the public, shall be investigated and repairs begun within one hour. Failure to provide this service will result in liquidated damages of \$500 per day per occurrence. In addition, the Department reserves the right to assign any work not completed within this timeframe to the Electrical Maintenance Contractor. All costs associated to repair this uncompleted work shall be the responsibility of the Contractor. Failure to pay these costs to the Electrical Maintenance Contractor within one month after the incident will result in additional liquidated damages of \$500 per month per occurrence. Unpaid bills will be deducted from the cost of the Contract. The District's Electrical Maintenance Contractor may inspect any signalizing device on the Department's highway system at any time without notification.
- f. Any proposed activity in the vicinity of a highway-rail grade crossing must adhere to the guidelines set forth in the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) regarding work in temporary traffic control zones in the vicinity of highway-rail grade crossings which states that lane restrictions, flagging, or other operations shall not create conditions where vehicles can be queued across the railroad tracks. If the queuing of vehicles across the tracks cannot be avoided, a uniformed law enforcement officer or flagger shall be provided at the crossing to prevent vehicles from stopping on the tracks, even if automatic warning devices are in place.

# **DAMAGE TO TRAFFIC SIGNAL SYSTEM.**

Add the following to Article 801.12(b) of the Standard Specifications to read:

Any traffic signal control equipment damaged or not operating properly from any cause whatsoever shall be replaced with new equipment meeting current District One traffic signal specifications and provided by the Contractor at no additional cost to the Contract and/or owner

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of the traffic signal system, all as approved by the Engineer. Final replacement of damaged equipment must meet the approval of the Engineer prior to or at the time of final inspection otherwise the traffic signal installation will not be accepted. Cable splices outside the controller cabinet shall not be allowed.

Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, and peripheral equipment, damaged or not operating properly from any cause whatsoever, shall be the responsibility of the municipality or the Automatic Traffic Enforcement company per Permit agreement.

# TRAFFIC SIGNAL INSPECTION (TURN-ON).

Revise Article 801.15(b) of the Standard Specifications to read:

It is the intent to have all electric work completed and equipment field tested by the vendor prior to the Department's "turn-on" field inspection. If in the event the Engineer determines work is not complete and the inspection will require more than two (2) hours to complete, the inspection shall be canceled and the Contractor will be required to reschedule at another date. The maintenance of the traffic signals will not be accepted until all punch list work is corrected and re-inspected.

When the road is open to traffic, except as otherwise provided in Section 850 of the Standard Specifications, the Contractor may request a turn-on and inspection of the completed traffic signal installation at each separate location. This request must be made to the Area Traffic Signal Maintenance and Operations Engineer at (847) 705-4424 a minimum of seven (7) working days prior to the time of the requested inspection. The Department will not grant a field inspection until notification is provided from the Contractor that the equipment has been field tested and the intersection is operating according to Contract requirements. The Department's facsimile number is (847) 705-4089. The Contractor must invite local fire department personnel to the turn-on when Emergency Vehicle Preemption (EVP) is included in the project. When the contract includes the item RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM, OPTIMIZE TRAFFIC SIGNAL SYSTEM, or TEMPORARY TRAFFIC SIGNAL TIMINGS, the Contractor must notify the SCAT Consultant of the turn-on/detour implementation schedule, as well as stage changes and phase changes during construction.

The Contractor must have all traffic signal work completed and the electrical service installation connected by the utility company prior to requesting an inspection and turn-on of the traffic signal installation. The Contractor shall be responsible to provide a police officer to direct traffic at the time of testing.

The Contractor shall provide a representative from the control equipment vendor's office to attend the traffic signal inspection for both permanent and temporary traffic signal turn-ons. Upon demonstration that the signals are operating and all work is completed in accordance with the Contract and to the satisfaction of the Engineer, the Engineer will then allow the signals to be placed in continuous operation. The Agency that is responsible for the maintenance of each traffic signal installation will assume the maintenance upon successful completion of this inspection.

The District requires the following from the Contractor at traffic signal turn-ons.

- 1. One set of signal plans of record with field revisions marked in red ink.
- 2. Written notification from the Contractor and the equipment vendor of satisfactory field testing.
- A knowledgeable representative of the controller equipment supplier shall be required at the traffic signal turn-on. The representative shall be knowledgeable of the cabinet design and controller functions.
- 4. A copy of the approved material letter.
- 5. One (1) copy of the operation and service manuals of the signal controller and associated control equipment.
- 6. Five (5) copies 11" x 17" (280 mm X 430 mm) of the cabinet wiring diagrams.
- 7. The controller manufacturer shall supply a printed form, not to exceed 11" x 17" (280 mm X 430 mm) for recording the traffic signal controller's timings; backup timings; coordination splits, offsets, and cycles; TBC Time of Day, Week and Year Programs; Traffic Responsive Program, Detector Phase Assignment, Type and Detector Switching; and any other functions programmable from the keyboard. The form shall include a location, date, manufacturer's name, controller model and software version. The form shall be approved by the Engineer and a minimum of three (3) copies must be furnished at each turn-on. The manufacturer must provide all programming information used within the controller at the time of turn-on.
- 8. All manufacturer and contractor warrantees and guarantees required by Article 801.14.

Acceptance of the traffic signal equipment by the Department shall be based upon inspection results at the traffic signal "turn on." If approved, traffic signal acceptance shall be verbal at the "turn on" inspection followed by written correspondence from the Engineer. The Contractor shall be responsible for all traffic signal equipment and associated maintenance thereof until Departmental acceptance is granted.

All equipment and/or parts to keep the traffic signal installation operating shall be furnished by the Contractor. No spare traffic signal equipment is available from the Department.

All punch list work shall be completed within two (2) weeks after the final inspection. The Contractor shall notify the Electrical Maintenance Contractor to inspect all punch list work. Failure to meet these time constraints shall result in liquidated damage charges of \$500 per month per incident.

All cost of work and materials required to comply with the above requirements shall be included in the pay item bid prices, under which the subject materials and signal equipment are paid, and no additional compensation will be allowed. Materials and signal equipment not complying with the above requirements shall be subject to removal and disposal at the Contractor's expense.

### RECORD DRAWINGS

The requirements listed for Electrical Installation shall apply for Traffic Signal Installations in Article 801.16. Revise the 2<sup>nd</sup> paragraph of Article 801.16 of the Standard Specifications to read:

a. "When the work is complete, and seven days before the request for a final inspection, the full-size set of contract drawings. Stamped "RECORD

DRAWINGS", shall be submitted to the Engineer for review and approval and shall be stamped with the date and the signature of the Contractor's supervising Engineer or electrician. The record drawings shall be submitted in PDF format on CDROM as well as hardcopy for review and approval.

- b. In addition to the record drawings, copies of the final catalog cuts which have been Approved or Approved as Noted shall be submitted in PDF format along with the record drawings. The PDF files shall clearly indicate the pay item either by filename or PDF Table of Contents referencing the respective pay item number for multi-item PDF files. Specific part or model numbers of items which have been selected shall be clearly visible."
- c. Additional requirements are listed in the District's Electrical Product Data and Documentation Guidelines.

Add the following to Article 801.16 of the Standard Specifications:

"In addition to the specified record drawings, the Contactor shall record GPS coordinates of the following traffic signal components being installed, modified or being affected in other ways by this contract:

- All Mast Arm Poles and Posts
- Handholes
- Conduit roadway crossings
- Controller Cabinets
- Communication Cabinets
- Electric Service Disconnect locations
- CCTV Camera installations
- Fiber Optic Splice Locations

Datum to be used shall be North American 1983.

Data shall be provided electronically and in print form. The electronic format shall be compatible with MS Excel. Latitude and Longitude shall be in decimal degrees with a minimum of 6 decimal places. Each coordinate shall have the following information:

- 1. Description of item
- 2. Designation or approximate station if the item is undesignated
- 3. Latitude
- 4. Longitude

#### Examples:

Description	Designation	Latitude	Longitude
Mast Arm Pole Assembly	MP (SW, NW, SE or NE corner)		
(dual, combo, etc)		41.580493	-87.793378
FO mainline splice handhole	HHL-ST31	41.558532	-87.792571
Handhole	HH	41.765532	-87.543571
Electric Service	Elec Srv	41.602248	-87.794053
Conduit crossing	SB IL83 to EB I290 ramp SIDE A	41.584593	-87.793378
PTZ Camera	PTZ	41.584600	-87.793432

Signal Post	Post	41.558532	-87.792571
Controller Cabinet	CC	41.651848	-87.762053
Master Controller Cabinet	MCC	41.580493	-87.793378
Communication Cabinet	ComC	41.558532	-87.789771
Fiber splice connection	Toil Plaza34	41.606928	-87.794053

Prior to the collection of data, the contractor shall provide a sample data collection of at least six data points of known locations to be reviewed and verified by the Engineer to be accurate within 100 feet. Upon verification, data collection can begin. Data collection can be made as construction progresses, or can be collected after all items are installed. If the data is unacceptable the contractor shall make corrections to the data collection equipment and or process and submit the data for review and approval as specified.

Accuracy. Data collected is to be mapping grade. A handheld mapping grade GPS device shall be used for the data collection. The receiver shall support differential correction and data shall have a minimum 5 meter accuracy after post processing.

GPS receivers integrated into cellular communication devices, recreational and automotive GPS devices are not acceptable.

The GPS shall be the product of an established major GPS manufacturer having been in the business for a minimum of 6 years."

Delete the last sentence of the 3<sup>rd</sup> paragraph of Article 801.16.

# **LOCATING UNDERGROUND FACILITIES.**

Revise Section 803 to the Standard Specifications to read:

If this Contract requires the services of an Electrical Contractor, the Contractor shall be responsible at his/her own expense for locating existing IDOT electrical facilities prior to performing any work. If this Contract does not require the services of an Electrical Contractor, the Contractor may request one free locate for existing IDOT electrical facilities from the District One Electrical Maintenance Contractor prior to the start of any work. Additional requests may be at the expense of the Contractor. The location of underground traffic facilities does not relieve the Contractor of their responsibility to repair any facilities damaged during construction at their expense.

The exact location of all utilities shall be field verified by the Contractor before the installation of any components of the traffic signal system. For locations of utilities, locally owned equipment, and leased enforcement camera system facilities, the local Counties or Municipalities may need to be contacted: in the City of Chicago contact Digger at (312) 744-7000 and for all other locations contact J.U.L.I.E. at 1-800-892-0123 or 811.

### **RESTORATION OF WORK AREA.**

Add the following article to Section 801 of the Standard Specifications:

801.17 Restoration of work area. Restoration of the traffic signal work area shall be included in the related pay items such as foundation, conduit, handhole, trench and backfill, underground

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raceways, etc. All roadway surfaces such as shoulders, medians, sidewalks, pavement, etc. shall be replaced in kind. All damage to mowed lawns shall be replaced with an approved sod, and all damage to unmowed fields shall be seeded. All brick pavers disturbed in the work area shall be restored to their original configuration as directed by the Engineer. All damaged brick pavers shall be replaced with a comparable material approved by the Engineer. Restoration of the work area shall be included in the contract without any extra compensation allowed to the Contractor.

# **ELECTRIC SERVICE INSTALLATION.**

Revise Section 805 of the Standard Specifications to read:

# Description.

This work shall consist of all materials and labor required to install, modify, or extend the electric service installation. All installations shall meet the requirements of the details in the "District One Standard Traffic Signal Design Details" and applicable portions of the Specifications.

# General.

The electric service installation shall be the electric service disconnecting means and it shall be identified as suitable for use as service equipment.

The electric utility contact information is noted on the plans and represents the current information at the time of contract preparation. The Contractor must request in writing for service and/or service modification within 10 days of contract award and must follow-up with the electric utility to assure all necessary documents and payment are received by the utility. The Contractor shall forward copies of all correspondence between the contractor and utility company to the Engineer and Area Traffic Signal Maintenance and Operations Engineer. The service agreement and sketch shall be submitted for signature to the IDOT's Traffic Operations Programs Engineer.

## Materials.

a. General. The completed control panel shall be constructed in accordance with UL Std. 508A, Industrial Control Panel, and carry the UL label. Wire terminations shall be UL listed.

#### b. Enclosures.

1. Pole Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 4X, unfinished single door design, fabricated from minimum 0.080-inch (2.03 mm) thick Type 5052 H-32 aluminum. Seams shall be continuous welded and ground smooth. Stainless steel screws and clamps shall secure the cover and assure a watertight seal. The cover shall be removable by pulling the continuous stainless steel hinge pin. The cabinet shall have an oil-resistant gasket and a lock kit shall be provided with an internal O-ring in the locking mechanism assuring a watertight and dust-tight seal. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 14-inches (350 mm) high, 9-inches (225 mm) wide and 8-inches (200 mm) in depth is required. The cabinet shall be channel mounted to a wooden utility pole using assemblies recommended by the manufacturer.

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- 2. Ground Mounted Cabinet. The cabinet shall be UL 50, NEMA Type 3R unfinished single door design with back panel. The cabinet shall be fabricated from Type 5052 H-32 aluminum with the frame and door 0.125-inch (3.175 mm) thick, the top 0.250-inch (6.350 mm) thick and the bottom 0.500-inch (12.70 mm) thick. Seams shall be continuous welded and ground smooth. The door and door opening shall be double flanged. The door shall be approximately 80% of the front surface, with a full length tamperproof stainless steel .075-inch (1.91 mm) thick hinge bolted to the cabinet with stainless steel carriage bolts and nylocks nuts. The locking mechanism shall be slam-latch type with a keyhole cover. The cabinet shall be sized to adequately house all required components with extra space for arrangement and termination of wiring. A minimum size of 40-inches (1000 mm) high, 16-inches (400 mm) wide and 15-inches (375 mm) in depth is required. The cabinet shall be mounted upon a square Type A concrete foundation as indicated on the plans. The foundation is paid for separately.
- c. Surge Protector. Overvoltage protection, with LED indicator, shall be provided for the 120 volt load circuit by the means MOV and thermal fusing technology. The response time shall be <5n seconds and operate within a range of -40C to +85C. The surge protector shall be UL 1449 Listed.
- d. Circuit Breakers. Circuit breakers shall be standard UL listed molded case, thermal-magnetic bolt-on type circuit breakers with trip free indicating handles. 120 volt circuit breakers shall have an interrupting rating of not less than 65,000 rms symmetrical amperes. Unless otherwise indicated, the main disconnect circuit breaker for the traffic signal controller shall be rated 60 amperes, 120 V and the auxiliary circuit breakers shall be rated 10 amperes, 120 V.
- e. Fuses, Fuse holders and Power Indicating Light. Fuses shall be small-dimensional cylindrical fuses of the dual element time-delay type. The fuses shall be rated for 600 V AC and shall have a UL listed interrupting rating of not less than 10,000 rms symmetrical amperes at rated voltage. The power indicating light shall be LED type with a green colored lens and shall be energized when electric utility power is present.
- f. Ground and Neutral Bus Bars. A single copper ground and neutral bus bar, mounted on the equipment panel shall be provided. Ground and neutral conductors shall be separated on the bus bar. Compression lugs, plus 2 spare lugs, shall be sized to accommodate the cables with the heads of the connector screws painted green for ground connections and white for neutral connections.
- g. Utility Services Connection. The Contractor shall notify the Utility Company marketing representative a minimum of 30 working days prior to the anticipated date of hook-up. This 30 day advance notification will begin only after the Utility Company marketing representative has received service charge payments from the Contractor. Prior to contacting the Utility Company marketing representative for service connection, the service installation controller cabinet and cable must be installed for inspection by the Utility Company.
- h. Ground Rod. Ground rods shall be copper-clad steel, a minimum of 10 feet (3.0m) in length, and 3/4 inch (20mm) in diameter. Ground rod resistance measurements to

ground shall be 25 ohms or less. If necessary additional rods shall be installed to meet resistance requirements at no additional cost to the contract.

### Installation.

- a. General. The Contractor shall confirm the orientation of the traffic service installation and its door side with the engineer, prior to installation. All conduit entrances into the service installation shall be sealed with a pliable waterproof material.
- b. Pole Mounted. Brackets designed for pole mounting shall be used. All mounting hardware shall be stainless steel. Mounting height shall be as noted on the plans or as directed by the Engineer.
- c. Ground Mounted. The service installation shall be mounted plumb and level on the foundation and fastened to the anchor bolts with hot-dipped galvanized or stainless steel nuts and washers. The space between the bottom of the enclosure and the top of the foundation shall be caulked at the base with silicone.

# Basis of Payment.

The service installation shall be paid for at the contract unit price each for SERVICE INSTALLATION of the type specified which shall be payment in full for furnishing and installing the service installation complete. The CONCRETE FOUNDATION, TYPE A, which includes the ground rod, shall be paid for separately. SERVICE INSTALLATION, POLE MOUNTED shall include the 3/4 inch (20mm) grounding conduit, ground rod, and pole mount assembly. Any charges by the utility companies shall be approved by the engineer and paid for as an addition to the contract according to Article 109.05 of the Standard Specifications.

# **GROUNDING OF TRAFFIC SIGNAL SYSTEMS.**

Revise Section 806 of the Standard Specifications to read:

# General.

All traffic signal systems, equipment and appurtenances shall be properly grounded in strict conformance with the NEC. See IDOT District One Traffic Signal detail plan sheets for additional information.

The grounding electrode system shall include a ground rod installed with each traffic signal controller concrete foundation and all mast arm and post concrete foundations. An additional ground rod will be required at locations were measured resistance exceeds 25 ohms. Ground rods are included in the applicable concrete foundation or service installation pay item and will not be paid for separately.

Testing shall be according to Article 801.13 (a) (4) and (5).

(a) The grounded conductor (neutral conductor) shall be white color coded. This conductor shall be bonded to the equipment grounding conductor only at the Electric Service Installation. All power cables shall include one neutral conductor of the same size.

- (b) The equipment grounding conductor shall be green color coded. The following is in addition to Article 801.04 of the Standard Specifications.
  - Equipment grounding conductors shall be bonded to the grounded conductor (neutral conductor) only at the Electric Service Installation. The equipment grounding conductor is paid for separately and shall be continuous. The Earth shall not be used as the equipment grounding conductor.
  - 2. Equipment grounding conductors shall be bonded, using a Listed grounding connector, to all traffic signal mast arm poles, traffic signal posts, pedestrian posts, pull boxes, handhole frames and covers, conduits, and other metallic enclosures throughout the traffic signal wiring system, except where noted herein. Bonding shall be made with a splice and pigtail connection, using a sized compression type copper sleeve, sealant tape, and heat-shrinkable cap. A Listed electrical joint compound shall be applied to all conductors' terminations, connector threads and contact points. Conduit grounding bushings shall be installed at all conduit terminations.
  - All metallic and non-metallic raceways containing traffic signal circuit runs shall have a
    continuous equipment grounding conductor, except raceways containing only detector
    loop lead-in circuits, circuits under 50 volts and/or fiber optic cable will not be required to
    include an equipment grounding conductor.
  - 4. Individual conductor splices in handholes shall be soldered and sealed with heat shrink. When necessary to maintain effective equipment grounding, a full cable heat shrink shall be provided over individual conductor heat shrinks.
- (c) The grounding electrode conductor shall be similar to the equipment grounding conductor in color coding (green) and size. The grounding electrode conductor is used to connect the ground rod to the equipment grounding conductor and is bonded to ground rods via exothermic welding, listed pressure connectors, listed clamps or other approved listed means.

### **GROUNDING EXISTING HANDHOLE FRAME AND COVER.**

### Description.

This work shall consist of all materials and labor required to bond the equipment grounding conductor to the existing handhole frame and handhole cover. All installations shall meet the requirements of the details in the "District One Standard Traffic Signal Design Details," and applicable portions of the Standard Specifications and these specifications.

The equipment grounding conductor shall be bonded to the handhole frame and to the handhole cover. Two (2) ½-inch diameter x 1 ¼-inch long hex-head stainless steel bolts, spaced 1.75-inches apart center-to-center shall be fully welded to the frame and to the cover to accommodate a heavy duty Listed grounding compression terminal (Burndy type YGHA or approved equal). The grounding compression terminal shall be secured to the bolts with stainless steel split-lock washers and nylon-insert locknuts.

Welding preparation for the stainless steel bolt hex-head to the frame and to the cover shall include thoroughly cleaning the contact and weldment area of all rust, dirt and contaminates. The Contractor shall assure a solid strong weld. The welds shall be smooth and thoroughly cleaned of

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flux and spatter. The grounding installation shall not affect the proper seating of the cover when closed.

The grounding cable shall be paid for separately.

### Method of Measurement.

Units measured for payment will be counted on a per handhole basis, regardless of the type of handhole and its location.

# Basis of Payment.

This work shall be paid for at the contract unit price each for GROUNDING EXISTING HANDHOLE FRAME AND COVER which shall be payment in full for grounding the handhole complete.

# **COILABLE NON-METALLIC CONDUIT.**

# Description.

This work shall consist of furnishing and installing empty coilable non-metallic conduit (CNC) for detector loop raceways.

# General.

The CNC installation shall be in accordance with Sections 810 and 811 of the Standard Specifications except for the following:

Add the following to Article 810.03 of the Standard Specifications:

CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways to the handholes.

Add the following to Article 811.03 of the Standard Specifications:

On temporary traffic signal installations with detector loops, CNC meeting the requirements of NEC Article 353 shall be used for detector loop raceways from the saw-cut to 10 feet (3m) up the wood pole, unless otherwise shown on the plans

### Basis of Payment.

All installations of CNC for loop detection shall be included in the contract and not paid for separately.

# HANDHOLES.

Add the following to Section 814 of the Standard Specifications:

All handholes shall be concrete, poured in place, with inside dimensions of 21-1/2 inches (549mm) minimum. Frames and lid openings shall match this dimension. The cover of the handhole frame shall be labeled "Traffic Signals" with legible raised letters.

For grounding purposes the handhole frame shall have provisions for a 7/16 inch (15.875mm) diameter stainless bolt cast into the frame. The covers shall have a stainless steel threaded stint extended from the eye hook assembly for the purpose of attaching the grounding conductor to the handhole cover.

The minimum wall thickness for heavy duty hand holes shall be 12 inches (300mm).

All conduits shall enter the handhole at a depth of 30 inches (760mm) except for the conduits for detector loops when the handhole is less than 5 feet (1.52 m) from the detector loop. All conduit ends should be sealed with a waterproof sealant to prevent the entrance of contaminants into the handhole.

Steel cable hooks shall be coated with hot-dipped galvanization in accordance with AASHTO Specification M111. Hooks shall be a minimum of 1/2 inch (12.7 mm) diameter with two 90 degree bends and extend into the handhole at least 6 inches (150 mm). Hooks shall be placed a minimum of 12 inches (300 mm) below the lid or lower if additional space is required.

### **GROUNDING CABLE.**

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.02 (b) of the Standard Specifications:

Unless otherwise noted on the Plans, traffic signal grounding conductor shall be one conductor, #6 gauge copper, with a green color coded XLP jacket.

The traffic signal grounding conductor shall be bonded, using a Listed grounding connector (Burndy type KC/K2C, as applicable, or approved equal), to all proposed and existing traffic signal mast arm poles and traffic/pedestrian signal posts, including push button posts. The grounding conductor shall be bonded to all proposed and existing pull boxes, handhole frames and covers and other metallic enclosures throughout the traffic signal wiring system and noted herein and detailed on the plans. The grounding conductor shall be bonded to conduit terminations using rated grounding bushings. Bonding to existing handhole frames and covers shall be paid for separately.

Add the following to Article 817.05 of the Standard Specifications:

### Basis of Payment.

Grounding cable shall be measured in place for payment in foot (meter). Payment shall be at the contract unit price for ELECTRIC CABLE IN CONDUIT, GROUNDING, NO. 6, 1C, which price includes all associated labor and material including grounding clamps, splicing, exothermic welds, grounding connectors, conduit grounding bushings, and other hardware.

# RAILROAD INTERCONNECT CABLE.

The cable shall meet the requirements of Section 873 of the Standard Specifications, except for the following:

Add to Article 873.02 of the Standard Specifications:

The railroad interconnect cable shall be three conductor stranded #14 copper cable in a clear polyester binder, shielded with #36 AWG tinned copper braid with 85% coverage, and insulated with .016" polyethylene (black, blue, red). The jacket shall be black 0.045 PVC or polyethylene.

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Add the following to Article 873.05 of the Standard Specifications:

# Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for ELECTRIC CABLE IN CONDUIT, RAILROAD, NO. 14 3C, which price shall be payment in full for furnishing, installing, and making all electrical connections in the traffic signal controller cabinet. Connections in the railroad controller cabinet shall be performed by railroad personnel.

# FIBER OPTIC TRACER CABLE.

The cable shall meet the requirements of Section 817 of the "Standard Specifications," except for the following:

Add the following to Article 817.03 of the Standard Specifications:

In order to trace the fiber optic cable after installation, the tracer cable shall be installed in the same conduit as the fiber optic cable in locations shown on the plans. The tracer cable shall be continuous, extended into the controller cabinet and terminated on a barrier type terminal strip mounted on the side wall of the controller cabinet. The barrier type terminal strip and tracer cable shall be clearly marked and identified. All tracer cable splices shall be kept to a minimum and shall incorporate maximum lengths of cable supplied by the manufacturer. The tracer cable will be allowed to be spliced at handholes only. The tracer cable splice shall use a Western Union Splice soldered with resin core flux and shall be soldered using a soldering iron. Blow torches or other devices which oxidize copper cable shall not be allowed for soldering operations. All exposed surfaces of the solder shall be smooth. The splice shall be covered with a black shrink tube meeting UL 224 guidelines, Type V and rated 600v, minimum length 4 inches (100 mm) and with a minimum 1 inch (25 mm) coverage over the XLP insulation, underwater grade.

Add the following to Article 817.05 of the Standard Specifications:

#### Basis of Payment.

The tracer cable shall be paid for separately as ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C per foot (meter), which price shall include all associated labor and material for installation.

### MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION.

Revise Articles 850.02 and 850.03 of the Standard Specifications to read:

#### Procedure.

The energy charges for the operation of the traffic signal installation shall be paid for by others. Full maintenance responsibility shall start as soon as the Contractor begins any physical work on the Contract or any portion thereof.

The Contractor shall have electricians with IMSA Level II certification on staff to provide signal maintenance.

This item shall include maintenance of all traffic signal equipment at the intersection, including emergency vehicle pre-emption equipment, master controllers, uninterruptible power supply (UPS and batteries), telephone service installations, communication cables, conduits to

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adjacent intersections, and other traffic signal equipment, but shall not include Automatic Traffic Enforcement equipment, such as Red Light Enforcement cameras, detectors, or peripheral equipment, not owned by the State.

### Maintenance.

The maintenance shall be according to MAINTENANCE AND RESPONSIBILITY in Division 800 of these specifications and the following:

The Contractor shall check all controllers every two (2) weeks, which will include visually inspecting all timing intervals, relays, detectors, and pre-emption equipment to ensure that they are functioning properly. This item includes, as routine maintenance, all portions of emergency vehicle pre-emption equipment. The Contractor shall maintain in stock at all times a sufficient amount of materials and equipment to provide effective temporary and permanent repairs.

The Contractor shall provide immediate corrective action when any part or parts of the system fail to function properly. Two far side heads facing each approach shall be considered the minimum acceptable signal operation pending permanent repairs. When repairs at a signalized intersection require that the controller be disconnected or otherwise removed from normal operation, and power is available, the Contractor shall place the traffic signal installation on flashing operation. The signals shall flash RED for all directions unless a different indication has been specified by the Engineer. The Contractor shall be required to place stop signs (R1-1-36) at each approach of the intersection as a temporary means of regulating traffic. When the signals operate in flash, the Contractor shall furnish and equip all their vehicles assigned to the maintenance of traffic signal installations with a sufficient number of stop signs as specified herein. The Contractor shall maintain a sufficient number of spare stop signs in stock at all times to replace stop signs which may be damaged or stolen.

The Contractor shall provide the Engineer with a 24 hour telephone number for the maintenance of the traffic signal installation and for emergency calls by the Engineer.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of the Standard Specifications and these special provisions.

The Contractor shall respond to all emergency calls from the Department or others within one hour after notification and provide immediate corrective action. When equipment has been damaged or becomes faulty beyond repair, the Contractor shall replace it with new and identical equipment. The cost of furnishing and installing the replaced equipment shall be borne by the Contractor at no additional charge to the contract. The Contractor may institute action to recover damages from a responsible third party. If at any time the Contractor fails to perform all work as specified herein to keep the traffic signal installation in proper operating condition or if the Engineer cannot contact the Contractor's designated personnel, the Engineer shall have the State's Electrical Maintenance Contractor perform the maintenance work required. The State's Electrical Maintenance Contractor shall bill the Contractor for the total cost of the work. The Contractor shall pay this bill within thirty (30) days of the date of receipt of the invoice or the cost of such work will be deducted from the amount due the Contractor. The Contractor shall allow the Electrical Maintenance Contractor to make reviews of the Existing Traffic Signal Installation that has been transferred to the Contractor for Maintenance.

# TRAFFIC ACTUATED CONTROLLER.

Add the following to Article 857.02 of the Standard Specifications:

Controllers shall be NTCIP compliant NEMA TS2 Type 1, Econolite ASC/3S-1000 or Eagle/Siemens M50 unless specified otherwise on the plans or elsewhere on these specifications. Only controllers supplied by one of the District One approved closed loop equipment manufacturers will be allowed. The controller shall be the most recent model and software version supplied by the manufacturer at the time of the approval and include the standard data key. The traffic signal controller shall provide features to inhibit simultaneous display of a circular yellow ball and a yellow arrow display. Individual load switches shall be provided for each vehicle, pedestrian, and right turn over lap phase. The controller shall prevent phases from being skipped during program changes and after all preemption events.

Add the following to Article 857.03 of the Standard Specifications:

The Contractor shall arrange to install a standard voice-grade dial-up telephone line to the RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET as called for on the traffic signal installation plans. If the traffic signal installation is part of a traffic signal system, a telephone line is usually not required, unless a telephone line is called for on the traffic signal plans. The Contractor shall follow the requirements for the telephone service installation as contained in the current District One Traffic Signal Special Provisions under Master Controller.

### MASTER CONTROLLER.

Revise Articles 860.02 - Materials and 860.03 - Installation of the Standard Specifications to read:

Only controllers supplied by one of the District approved closed loop equipment manufacturers will be allowed. Only NEMA TS 2 Type 1 Eagle/Siemens and Econolite closed loop systems shall be supplied. The latest model and software version of master controller shall be supplied.

Functional requirements in addition to those in Section 863 of the Standard Specifications include:

The system commands shall consist of, as a minimum, six (6) cycle lengths, five (5) offsets, three (3) splits, and four (4) special functions. The system commands shall also include commands for free or coordinated operation.

Traffic Responsive operation shall consist of the real time acquisition of system detector data, data validation, and the scaling of acquired volumes and occupancies in a deterministic fashion so as to cause the selection and implementation of the most suitable traffic plan.

Upon request by the Engineer, each master shall be delivered with up to three (3) complete sets of the latest edition of registered remote monitoring software with full manufacture's support. Each set shall consist of software on CD, DVD, or other suitable media approved by the Engineer, and a bound set of manuals containing loading and operating instruction. One copy of the software and support data shall be delivered to the Agency in charge of system operation, if other than IDOT. One of these two sets will be provided to the Agency Signal Maintenance Contractor for use in monitoring the system.

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The approved manufacturer of equipment shall loan the District one master controller and two intersection controllers of the most recent models and the newest software version to be used for instructional purposes in addition to the equipment to be supplied for the Contract.

The Contractor shall arrange to install a standard voice-grade dial-up telephone line to the master controller. This shall be accomplished through the following process utilizing District One staff. This telephone line may be coupled with a DSL line and a phone filter to isolate the dial-up line. An E911 address is required.

The cabinet shall be provided with an Outdoor Network Interface for termination of the telephone service. It shall be mounted to the inside of the cabinet in a location suitable to provide access for termination of the telephone service at a later date.

Full duplex communication between the master and its local controllers is recommended, but at this time not required. The data rate shall be 1200 baud minimum and shall be capable of speeds to 38,400 or above as technology allows. The controller, when installed in an Ethernet topology, may operate non-serial communications.

The cabinet shall be equipped with a 9600 baud, auto dial/auto answer modem. It shall be a US robotics 33.6K baud rate or equal.

As soon as practical or within one week after the contract has been awarded, the Contractor shall contact (via phone) the Administrative Support Manager in the District One Business Services Section at (847) 705-4011 to request a phone line installation.

A follow-up fax transmittal to the Administrative Support Manager (847-705-4712) with all required information pertaining to the phone installation is required from the Contractor as soon as possible or within one week after the initial request has been made. A copy of this fax transmittal must also be faxed by the Contractor to the Traffic Signal Systems Engineer at (847) 705-4089. The required information to be supplied on the fax shall include (but not limited to): A street address for the new traffic signal controller (or nearby address); a nearby existing telephone number; what type of telephone service is needed; the name and number of the Contractor's employee for the telephone company to contact regarding site work and questions.

The usual time frame for the activation of the phone line is 4-6 weeks after the Business Services Section has received the Contractor supplied fax. It is, therefore, imperative that the phone line conduit and pull-string be installed by the Contractor in anticipation of this time frame. On jobs which include roadway widening in which the conduit cannot be installed until this widening is completed, the Contractor will be allowed to delay the phone line installation request to the Business Services Section until a point in time that is 4-6 weeks prior to the anticipated completion of the traffic signal work. The contractor shall provide the Administrative Support Manager with an expected installation date considering the 4-6 week processing time.

The telephone line shall be installed and activated one month before the system final inspection.

All costs associated with the telephone line installation and activation (not including the Contract specified conduit installation between the point of telephone service and the traffic signal controller cabinet) shall be paid for by the District One Business Services Section (i.e., this will be an IDOT phone number not a Contractor phone number).

# UNINTERRUPTIBLE POWER SUPPLY.

Add the following to Article 862.01 of the Standard Specifications:

The UPS shall have the power capacity to provide normal operation of a signalized intersection that utilizes all LED type signal head optics, for a minimum of six hours.

Add the following to Article 862.02 of the Standard Specifications:

Materials shall be according to Article 1074.04 as modified in UNINTERRUPTIBLE POWER SUPPLY in Division 1000 of these specifications.

Add the following to Article 862.03 of the Standard Specifications:

The UPS shall additionally include, but not be limited to, a battery cabinet. The UPS shall provide reliable emergency power to the traffic signals in the event of a power failure or interruption.

Revise Article 862.04 of the Standard Specifications to read:

### Installation.

When a UPS is installed at an existing traffic signal cabinet, the UPS cabinet shall partially rest on the lip of the existing controller cabinet foundation and be secured to the existing controller cabinet by means of at least four (4) stainless steel bolts. The UPS cabinet shall be completely enclosed with the bottom and back constructed of the same material as the cabinet.

When a UPS is installed at a new signal cabinet and foundation, it shall be mounted as shown on the plans.

At locations where UPS is installed and Emergency Vehicle Priority System is in use, any existing incandescent confirmation beacons shall be replaced with LED lamps in accordance with the District One Emergency Vehicle Priority System specification at no additional cost to the contract. A concrete apron 67 in. x 50 in. x 5 in. (1702mm x 1270mm x 130mm) shall be provided on the side of the existing Type D Foundation, where the UPS cabinet is located. The concrete apron shall follow the District 1 Standard Traffic Signal Design Detail, Type D for Ground Mounted Controller Cabinet and UPS Battery Cabinet. The concrete apron shall follow Articles 424 and 202 of the Standard Specifications.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the UPS.

Revise Article 862.05 of the Standard Specifications to read:

# Basis of Payment.

This work will be paid for at the contract unit price per each for UNINTERRUPTIBLE POWER SUPPLY SPECIAL. Replacement of Emergency Vehicle Priority System confirmation beacons and any required modifications to the traffic signal controller shall be included in the cost of the UNINTERRUPTIBLE POWER SUPPLY SPECIAL item. The concrete apron and earth excavation required shall be included in the cast of the UNINTERRUPTIBLE POWER SUPPLY SPECIAL item.

# FIBER OPTIC CABLE.

Add the following to Article 871.01 of the Standard Specifications:

The Fiber Optic cable shall be installed in conduit or as specified on the plans.

Add the following to Article 872.02 of the Standard Specifications:

The control cabinet distribution enclosure shall be CSC FTWO12KST-W/O 12 Port Fiber Wall Enclosure or an approved equivalent. The fiber optic cable shall provide six fibers per tube for the amount of fibers called for in the Fiber Optic Cable pay item in the Contract. Fiber Optic cable may be gel filled or have an approved water blocking tape.

Add the following to Article 871.04 of the Standard Specifications:

A minimum of six multimode fibers from each cable shall be terminated with approved mechanical connectors at the distribution enclosure. Fibers not being used shall be labeled "spare." Fibers not attached to the distribution enclosure shall be capped and sealed. A minimum of 13.0 feet (4m) of extra cable length shall be provided for controller cabinets. The controller cabinet extra cable length shall be stored as directed by the Engineer.

Add the following to Article 871.06 of the Standard Specifications:

The distribution enclosure and all connectors will be included in the cost of the fiber optic cable.

# MAST ARM ASSEMBLY AND POLE.

Revise Article 877.01 of the Standard Specifications to read:

## Description.

This work shall consist of furnishing and installing a steel mast arm assembly and pole and a galvanized steel or extruded aluminum shroud for protection of the base plate.

Revise Article 877.03 of the Standard Specifications:

Mast arm assembly and pole shall be as follows.

- (a) Steel Mast Arm Assembly and Pole and Steel Combination Mast Arm Assembly and Pole. The steel mast arm assembly and pole and steel combination mast arm assembly and pole shall consist of a traffic signal mast arm, a luminaire mast arm or davit (for combination pole only), a pole, and a base, together with anchor rods and other appurtenances. The configuration of the mast arm assembly, pole, and base shall be according to the details shown on the plans.
  - (1) Loading. The mast arm assembly and pole, and combination mast arm assembly and pole shall be designed for the loading shown on the Highway Standards or elsewhere on the plans, whichever is greater. The design shall be according to AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 1994 Edition for 80 mph (130 km/hr) wind velocity. However, the arm-to-pole connection for tapered signal and luminaire arms shall be according to the "ring plate" detail as

shown in Figure 11-1(f) of the 2002 Interim, to the AASHTO "Standard Specification for Structural Supports for Highway Signs, Luminaries and Traffic Signals" 2001 4th Edition.

- (2) Structural Steel Grade. The mast arm and pole shall be fabricated according to ASTM A 595, Grade A or B, ASTM A 572 Grade 55, or ASTM A 1011 Grade 55 HSLAS Class 2. The base and flange plates shall be of structural steel according to AASHTO M 270 Grade 50 (M 270M Grade 345). Luminaire arms and trussed arms 15 ft (4.5 m) or less shall be fabricated from one steel pipe or tube size according to ASTM A 53 Grade B or ASTM A 500 Grade B or C. All mast arm assemblies, poles, and bases shall be galvanized according to AASHTO M 111.
- (3) Fabrication. The design and fabrication of the mast arm assembly, pole, and base shall be according to the requirements of the Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals published by AASHTO. The mast arm and pole may be of single length or sectional design. If section design is used, the overlap shall be at least 150 percent of the maximum diameter of the overlapping section and shall be assembled in the factory.

The manufacturer will be allowed to slot the base plate in which other bolt circles may fit, providing that these slots do not offset the integrity of the pole. Circumferential welds of tapered arms and poles to base plates shall be full penetration welds.

- (4) Shop Drawing Approval. The Contractor shall submit detailed drawings showing design materials, thickness of sections, weld sizes, and anchor rods to the Engineer for approval prior to fabrication. These drawings shall be at least 11 x 17 in. (275 x 425 mm) in size and of adequate quality for microfilming. All product data and shop drawings shall be submitted in electronic form on CD-ROM
- (b) Anchor Rods. The anchor rods shall be ASTM F 1554 Grade 105, coated by the hot-dip galvanizing process according to AASHTO M 232, and shall be threaded a minimum of 7 1/2 in. (185 mm) at one end and have a bend at the other end. The first 12 in. (300 mm) at the threaded end shall be galvanized. Two nuts, one lock washer, and one flat washer shall be furnished with each anchor rod. All nuts and washers shall be galvanized.
- (c) The galvanized steel or extruded aluminum shroud shall have dimensions similar to those detailed in the "District One Standard Traffic Signal Design Details." The shroud shall be installed such that it allow air to circulate throughout the mast arm but not allow infestation of insects or other animals, and such that it is not hazardous to probing fingers and feet.

Add the following to Article 877.04 of the Standard Specifications:

The shroud shall not be paid for separately but shall be included in the cost of the mast arm assembly and pole.

# **CONCRETE FOUNDATIONS.**

Add the following to Article 878.03 of the Standard Specifications:

All anchor bolts shall be according to Article 1006.09, with all anchor bolts hot dipped galvanized a minimum of 12 in. (300 mm) from the threaded end.

Concrete Foundations, Type "A" for Traffic Signal Posts shall provide anchor bolts with the bolt pattern specified within the "District One Standard Traffic Signal Design Details." All Type "A" foundations shall be a minimum depth of 48 inches (1220 mm).

Concrete Foundations, Type "C" for Traffic Signal Cabinets with Uninterruptible Power Supply (UPS) cabinet installations shall be a minimum of 72 inches (1830 mm) long and 31 inches (790 mm) wide. All Type "C" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron in front of the Type IV or V cabinet shall be 36 in. x 48 in. x 5 in. (915 mm X 1220 mm X 130 mm). The concrete apron in front of the UPS cabinet shall be 36 in. x 67 in. x 5 in. (915 mm X 1700 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "D" for Traffic Signal Cabinets shall be a minimum of 48 inches (1220 mm) long and 31 inches (790 mm) wide. All Type "D" foundations shall be a minimum depth of 48 inches (1220 mm). The concrete apron shall be 36 in. x 48 in. x 5 in. (910 mm X 1220 mm X 130 mm). Anchor bolts shall provide bolt spacing as required by the manufacturer.

Concrete Foundations, Type "E" for Mast Arm and Combination Mast Arm Poles shall meet the current requirements listed in the Highway Standards.

Foundations used for Combination Mast Arm Poles shall provide an extra 2-1/2 inch (65 mm) raceway.

No foundation is to be poured until the Resident Engineer gives his/her approval as to the depth of the foundation.

# <u>LIGHT EMITTING DIODE (LED) SIGNAL HEAD AND OPTICALLY PROGRAMMED LED SIGNAL HEAD.</u>

Add the following to the first paragraph of Article 880.04 of the Standard Specifications:

### Basis of Payment.

The price shall include furnishing the equipment described above, all mounting hardware and installing them in satisfactory operating condition.

## LIGHT EMITING DIODE (LED), SIGNAL HEAD, RETROFIT

### Description.

This work shall consist of retrofitting an existing polycarbonate traffic signal head with a traffic signal module, pedestrian signal module, and pedestrian countdown signal module, with light emitting diodes (LEDs) as specified in the plans.

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# Materials.

Materials shall be according to LIGHT EMITTING DIODE (LED) AND OPTICALLY PROGRAMMED LED SIGNAL HEAD, AND LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD in Divisions 880, 881 and 1000 of these specifications.

Add the following to Article 880.04 of the Standard Specifications:

### Basis of Payment.

This item shall be paid for at the contract unit price each for SIGNAL HEAD, LED, RETROFIT, or PEDESTRIAN SIGNAL HEAD, LED, RETROFIT, for the type and number of polycarbonate signal heads, faces, and sections specified, which price shall be payment in full for furnishing the equipment described above including LED modules, all mounting hardware, and installing them in satisfactory operating condition. The type specified will indicate the number of faces and the method of mounting.

# LIGHT EMITTING DIODE (LED) PEDESTRIAN SIGNAL HEAD

Add the following to the third paragraph of Article 881.03 of the Standard Specifications:

No mixing of different types of pedestrian traffic signals or displays will be permitted.

Add the following to Article 881.03 of the Standard Specifications:

- (a) Pedestrian Countdown Signal Heads.
  - (1) Pedestrian Countdown Signal Heads shall not be installed at signalized intersections where traffic signals and railroad warning devices are interconnected.
  - (2) Pedestrian Countdown Signal Heads shall be 16 inch (406mm) x 18 inch (457mm), for single units with the housings glossy black polycarbonate. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on.
  - (3) Each pedestrian signal LED module shall be fully MUTCD compliant and shall consist of double overlay message combining full LED symbols of an Upraised Hand and a Walking Person. "Egg Crate" type sun shields are not permitted. Numerals shall measure 9 inches (229mm) in height and easily identified from a distance of 120 feet (36.6m).

Add the following to Article 881.04 of the Standard Specifications:

#### Basis of Payment.

The price shall include furnishing the equipment described above, all mounting hardwire and installing them in satisfactory operating condition.

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# **DETECTOR LOOP.**

Revise Section 886 of the Standard Specifications to read:

### Description.

This work shall consist of furnishing and installing a detector loop in the pavement.

### Procedure.

A minimum of seven (7) working days prior to the Contractor cutting loops, the Contractor shall have the proposed loop locations marked and contact the Area Traffic Signal Maintenance and Operations Engineer (847) 705-4424 to inspect and approve the layout. When preformed detector loops are installed, the Contractor shall have them inspected and approved prior to the pouring of the Portland cement concrete surface, using the same notification process as above.

# Installation.

Loop detectors shall be installed according to the requirements of the "District One Standard Traffic Signal Design Details." Saw-cuts (homeruns on preformed detector loops) from the loop to the edge of pavement shall be made perpendicular to the edge of pavement when possible in order to minimize the length of the saw-cut (homerun on preformed detector loops) unless directed otherwise by the Engineer or as shown on the plan.

The detector loop cable insulation shall be labeled with the cable specifications.

Each loop detector lead-in wire shall be labeled in the handhole using a Panduit PLFIM water proof tag, or an approved equal, secured to each wire with nylon ties.

Resistance to ground shall be a minimum of 100 mega-ohms under any conditions of weather or moisture. Inductance shall be more than 50 and less than 700 microhenries. Quality readings shall be more than 5.

- (a) Type I. All loops installed in new asphalt pavement shall be installed in the binder course and not in the surface course. The edge of pavement, curb and handhole shall be cut with a 1/4 inch (6.3 mm) deep x 4 inches (100 mm) saw cut to mark location of each loop lead-in.
- (b) Loop sealant shall be a two-component thixotropic chemically cured polyurethane either Chemque Q-Seal 295, Percol Elastic Cement AC Grade or an approved equal. The sealant shall be installed 1/8 inch (3 mm) below the pavement surface, if installed above the surface the overlap shall be removed immediately.
- (c) Detector loop measurements shall include the saw cut and the length of the loop lead-in to the edge of pavement. The lead-in wire, including all necessary connections for proper operations, from the edge of pavement to the handhole, shall be included in the price of the detector loop. Unit duct, trench and backfill, and drilling of pavement or handholes shall be included in detector loop quantities.
- (d) Preformed. This work shall consist of furnishing and installing a rubberized or cross-linked polyethylene heat resistant preformed traffic signal loop in accordance with the Standard Specifications, except for the following:
- (e) Preformed detector loops shall be installed in new pavement constructed of Portland cement concrete using mounting chairs or tied to re-bar or the preformed detector loops may be

placed in the sub-base. Loop lead-ins shall be extended to a temporary protective enclosure near the proposed handhole location. The protective enclosure shall provide sufficient protection from other construction activities and may be buried for additional protection.

- (f) Handholes shall be placed next to the shoulder or back of curb when preformed detector loops enter the handhole. Non-metallic coilable duct, included in this pay item, shall be used to protect the preformed lead-ins from back of curb to the handhole.
- (g) Preformed detector loops shall be factory assembled with ends capped and sealed against moisture and other contaminants. Homeruns and interconnects shall be pre-wired and shall be an integral part of the loop assembly. The loop configurations and homerun lengths shall be assembled for the specific application. The loop and homerun shall be constructed using 11/16 inch (17.2 mm) outside diameter (minimum), 3/8 inch (9.5 mm) inside diameter (minimum) Class A oil resistant synthetic cord reinforced hydraulic hose with 250 psi (1,720 kPa) internal pressure rating or a similarly sized XLPE cable jacket. Hose for the loop and homerun assembly shall be one continuous piece. No joints or splices shall be allowed in the hose except where necessary to connect homeruns or interconnects to the loops. This will provide maximum wire protection and loop system strength. Hose tee connections shall be heavy duty high temperature synthetic rubber. The tee shall be of proper size to attach directly to the hose, minimizing glue joints. The tee shall have the same flexible properties as the hose to insure that the whole assembly can conform to pavement movement and shifting without cracking or breaking. For XLPE jacketed preformed loops, all splice connections shall be soldered, sealed, and tested before being sealed in a high impact glass impregnated plastic splice enclosure. The wire used shall be #16 THWN stranded copper. The number of turns in the loop shall be application specific. Homerun wire pairs shall be twisted a minimum of four turns per foot. No wire splices will be allowed in the preformed loop assembly. The loop and homeruns shall be filled and sealed with a flexible sealant to insure complete moisture blockage and further protect the wire. The preformed loops shall be constructed to allow a minimum of 6.5 feet of extra cable in the handhole.

# Method of Measurement.

This work will be measured for payment in feet (meters) in place. Type I detector loop will be measured along the sawed slot in the pavement containing the loop and lead-in, rather than the actual length of the wire. Preformed detector loops will be measured along the detector loop and lead-in embedded in the pavement, rather than the actual length of the wire.

# Basis of Payment.

This work shall be paid for at the contract unit price per foot (meter) for DETECTOR LOOP, TYPE I or PREFORMED DETECTOR LOOP as specified in the plans, which price shall be payment in full for furnishing and installing the detector loop and all related connections for proper operation.

### EMERGENCY VEHICLE PRIORITY SYSTEM.

Revise Section 887 of the Standard Specifications to read:

It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle pre-emption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency.

All new installations shall be equipped with Confirmation Beacons as shown on the "District One Standard Traffic Signal Design Details." The Confirmation Beacon shall consist of a 6 watt Par 38 LED flood lamp with a 30 degree light spread, maximum 6 watt energy consumption at 120V, and a 2,000 hour warranty for each direction of pre-emption. The lamp shall have an adjustable mount with a weatherproof enclosure for cable splicing. All hardware shall be cast aluminum or stainless steel. Holes drilled into signal poles, mast arms, or posts shall require rubber grommets. In order to maintain uniformity between communities, the confirmation beacons shall indicate when the control equipment receives the pre-emption signal. The pre-emption movement shall be signalized by a flashing indication at the rate specified by Section 4L.01 of the "Manual on Uniform Traffic Control Devices," and other applicable sections of future editions. The stopped pre-empted movements shall be signalized by a continuous indication.

All light operated systems shall include security and transit preemption software and operate at a uniform rate of 14.035 Hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District.

This item shall include any required modifications to an existing traffic signal controller as a result of the addition of the EMERGENCY VEHICLE PRIORITY SYSTEM.

# Basis of Payment.

The work shall be paid for at the contract unit price each for furnishing and installing LIGHT DETECTOR and LIGHT DETECTOR AMPLIFIER. Furnishing and installing the confirmation beacon shall be included in the cost of the Light Detector. Any required modifications to the traffic signal controller shall be included in the cost of the LIGHT DETECTOR AMPLIFIER. The preemption detector amplifier shall be paid for on a basis of (1) one each per intersection controller and shall provide operation for all movements required in the pre-emption phase sequence.

# TEMPORARY TRAFFIC SIGNAL INSTALLATION.

Revise Section 890 of the Standard Specifications to read:

## Description.

This work shall consist of furnishing, installing, maintaining, and removing a temporary traffic signal installation as shown on the plans, including but not limited to temporary signal heads, emergency vehicle priority systems, interconnect, vehicle detectors, uninterruptible power supply, and signing. Temporary traffic signal controllers and cabinets interconnected to railroad traffic control devices shall be new. When temporary traffic signals will be operating within a county or local agency Traffic Management System, the equipment must be NTCIP compliant and compatible with the current operating requirements of the Traffic Management System.

#### General.

Only an approved equipment vendor will be allowed to assemble the temporary traffic signal cabinet. Also, an approved equipment vendor shall assemble and test a temporary railroad traffic signal cabinet. (Refer to the "Inspection of Controller and Cabinet" specification). A representative of the approved control equipment vendor shall be present at the temporary traffic signal turn-on inspection.

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# Construction Requirements.

# (a) Controllers.

- 1. Only controllers supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary signal locations. All controllers used for temporary traffic signals shall be fully actuated NEMA microprocessor based with RS232 data entry ports compatible with existing monitoring software approved by IDOT District 1, installed in NEMA TS2 cabinets with 8 phase back panels, capable of supplying 255 seconds of cycle length and individual phase length settings up to 99 seconds. On projects with one lane open and two way traffic flow, such as bridge deck repairs, the temporary signal controller shall be capable of providing an adjustable all red clearance setting of up to 30 seconds in length. All controllers used for temporary traffic signals shall meet or exceed the requirements of Section 857 of the Standard Specifications with regards to internal time base coordination and preemption. All railroad interconnected temporary controllers and cabinets shall be new and shall satisfy the requirements of Article 857.02 of the Standard Specifications as modified herein.
- 2. Only control equipment, including controller cabinet and peripheral equipment, supplied by one of the District approved closed loop equipment manufacturers will be approved for use at temporary traffic signal locations. All control equipment for the temporary traffic signal(s) shall be furnished by the Contractor unless otherwise stated in the plans. On projects with multiple temporary traffic signal installations, all controllers shall be the same manufacturer brand and model number with current software installed.
- (b) Cabinets. All temporary traffic signal cabinets shall have a closed bottom made of aluminum alloy. The bottom shall be sealed along the entire perimeter of the cabinet base to ensure a water, dust and insect-proof seal. The bottom shall provide a minimum of two (2) 4 inch (100 mm) diameter holes to run the electric cables through. The 4 inch (100 mm) diameter holes shall have a bushing installed to protect the electric cables and shall be sealed after the electric cables are installed.
- (c) Grounding. Grounding shall be provided for the temporary traffic signal cabinet meeting or exceeding the applicable portions of the National Electrical Code, Section 806 of the Standard Specifications and shall meet the requirements of the District 1 Traffic Signal Specifications for "Grounding of Traffic Signal Systems."
- (d) Traffic Signal Heads. All traffic signal sections and pedestrian signal sections shall be 12 inches (300 mm). Traffic signal sections shall be LED with expandable view, unless otherwise approved by the Engineer. Pedestrian signal heads shall be Light Emitting Diode (LED) Pedestrian Countdown Signal Heads except when a temporary traffic signal is installed at an intersection interconnected with a railroad grade crossing. When a temporary traffic signal is installed at an intersection interconnected with a railroad grade crossing, Light Emitting Diode (LED) Pedestrian Signal Heads shall be furnished. The temporary traffic signal heads shall be placed as indicated on the temporary traffic signal plan or as directed by the Engineer. The Contractor shall furnish enough extra cable length to relocate heads to any position on the span wire or at locations illustrated on the plans for construction staging. The

temporary traffic signal shall remain in operation during all signal head relocations. Each temporary traffic signal head shall have its own cable from the controller cabinet to the signal head.

# (e) Interconnect.

- 1. Temporary traffic signal interconnect shall be provided using fiber optic cable or wireless interconnect technology as specified in the plans. The Contractor may request, in writing, to substitute the fiber optic temporary interconnect indicated in the contract documents with a wireless interconnect. The Contractor must provide assurances that the radio device will operate properly at all times and during all construction staging. If approved for use by the Engineer, the Contractor shall submit marked-up traffic signal plans indicating locations of radios and antennas and installation details. If wireless interconnect is used, and in the opinion of the engineer, it is not viable, or if it fails during testing or operations, the Contractor shall be responsible for installing all necessary poles, fiber optic cable, and other infrastructure for providing temporary fiber optic interconnect at no cost to the contract.
- 2. The existing system interconnect and phone lines are to be maintained as part of the Temporary Traffic Signal Installation specified for on the plan. The interconnect shall be installed into the temporary controller cabinet as per the notes or details on the plans. All labor and equipment required to install and maintain the existing interconnect as part of the Temporary Traffic Signal Installation shall be included in the item Temporary Traffic Signal Installation. When shown in the plans, temporary traffic signal interconnect equipment shall be furnished and installed. The temporary traffic signal interconnect shall maintain interconnect communications throughout the entire signal system for the duration of the project.
- 3. Temporary wireless interconnect, complete. The radio interconnect system shall be compatible with Eagle or Econolite controller closed loop systems. This item shall include all temporary wireless interconnect components, complete, at the adjacent existing traffic signal(s) to provide a completely operational closed loop system. This item shall include all materials, labor and testing to provide the completely operational closed loop system as shown on the plans. The radio interconnect system shall include the following components:
  - a. Rack or Shelf Mounted RS-232 Frequency Hopping Spread Spectrum (FHSS) Radio
  - b. Software for Radio Configuration (Configure Frequency and Hopping Patterns)
  - c. Antennas (Omni Directional or Yagi Directional)
  - d. Antenna Cables, LMR400, Low Loss. Max. 100-ft from controller cabinet to antenna
  - e. Brackets, Mounting Hardware, and Accessories Required for Installation
  - f. RS232 Data Cable for Connection from the radio to the local or master controller
  - g. All other components required for a fully functional radio interconnect system

All controller cabinet modifications and other modifications to existing equipment that are required for the installation of the radio interconnect system components shall be included in this item.

The radio interconnect system may operate at 900Mhz (902-928) or 2.4 Ghz depending on the results of a site survey. The telemetry shall have an acceptable rate of transmission errors, time outs, etc. comparable to that of a hardwire system.

The proposed master controller and telemetry module shall be configured for use with the radio interconnect at a minimum rate of 9600 baud.

The radio interconnect system shall include all other components required for a complete and fully functional telemetry system and shall be installed in accordance to the manufacturers recommendations.

The following radio equipment is currently approved for use in Region One/District One: Encom Model 5100 and Intuicom Communicator II.

- (f) Emergency Vehicle Pre-Emption. All emergency vehicle preemption equipment (light detectors, light detector amplifiers, confirmation beacons, etc.) as shown on the temporary traffic signal plans shall be provided by the Contractor. It shall be the Contractor's responsibility to contact the municipality or fire district to verify the brand of emergency vehicle preemption equipment to be installed prior to the contract bidding. The equipment must be completely compatible with all components of the equipment currently in use by the Agency. All light operated systems shall operate at a uniform rate of 14.035 hz ±0.002, or as otherwise required by the Engineer, and provide compatible operation with other light systems currently being operated in the District. All labor and material required to install and maintain the Emergency Vehicle Preemption installation shall be included in the item Temporary Traffic Signal Installation.
- (g) Vehicle Detection. All temporary traffic signal installations shall have vehicular detection installed as shown on the plans or as directed by the Engineer. Pedestrian push buttons shall be provided for all pedestrian signal heads/phases as shown on the plans or as directed by the Engineer. All approaches shall have vehicular detection provided by vehicle detection system as shown on the plans or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system shall be approved by IDOT prior to Contractor furnishing and installing. The Contractor shall install, wire, and adjust the alignment of the microwave vehicle sensor or video vehicle detection system in accordance to the manufacturer's recommendations and requirements. The Contractor shall be responsible for adjusting the alignment of the microwave vehicle sensor or video vehicle detection system for all construction staging changes and for maintaining proper alignment throughout the project. A representative of the approved control equipment vendor shall be present and assist the contractor in setting up and maintaining the microwave vehicle sensor or video vehicle detection system. An in-cabinet video monitor shall be provided with all video vehicle detection systems and shall be included in the item Temporary Traffic Signal Installation.

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- (h) Uninterruptible Power Supply. All temporary traffic signal installations shall have Uninterruptible Power Supply (UPS). The UPS cabinet shall be mounted to the temporary traffic signal cabinet and meet the requirements of Uninterruptible Power Supply in Divisions 800 and 1000 of these specifications.
- (i) Signs. All existing street name and intersection regulatory signs shall be removed from existing poles and relocated to the temporary signal span wire. If new mast arm assembly and pole(s) and posts are specified for the permanent signals, the signs shall be relocated to the new equipment at no extra cost. Any intersection regulatory signs that are required for the temporary traffic signal shall be provided as shown on the plans or as directed by the Engineer. Relocation, removing, bagging and installing the regulatory signs for the various construction stages shall be provided as shown on the plans or as directed by the Engineer.
- (j) Energy Charges. The electrical utility energy charges for the operation of the temporary traffic signal installation shall be paid for by others if the installation replaces an existing signal. Otherwise charges shall be paid for under 109.05 of the Standard Specifications.
- Maintenance shall meet the requirements of the (k) Maintenance. Standard **Specifications** and MAINTENANCE OF **EXISTING** TRAFFIC SIGNAL INSTALLATION in Division 800 of these specifications. Maintenance of temporary signals and of the existing signals shall be included in the cost of the TEMPORARY TRAFFIC SIGNAL INSTALLATION pay item. When temporary traffic signals are to be installed at locations where existing signals are presently operating, the Contractor shall be fully responsible for the maintenance of the existing signal installation as soon as he begins any physical work on the Contract or any portion thereof. In addition, a minimum of seven (7) days prior to assuming maintenance of the existing traffic signal installation(s) under this Contract, the Contractor shall request that the Resident Engineer contact the Bureau of Traffic Operations (847) 705-4424 for an inspection of the installation(s).
- (I) Temporary Traffic Signals for Bridge Projects. Temporary Traffic Signals for bridge projects shall follow the State Standards, Standard Specifications, District One Traffic Signal Specifications and any plans for Bridge Temporary Traffic Signals included in the plans. The installation shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification. In addition all electric cable shall be aerially suspended, at a minimum height of 18 feet (5.5m) on temporary wood poles (Class 5 or better) of 45 feet (13.7 m) minimum height. The signal heads shall be span wire mounted or bracket mounted to the wood pole or as directed by the Engineer. The Controller cabinet shall be mounted to the wood pole as shown in the plans, or as directed by the Engineer. Microwave vehicle sensors or video vehicle detection system may be used in place of detector loops as approved by the Engineer.
- (m) Temporary Portable Traffic Signal for Bridge Projects.
  - Unless otherwise directed by the Engineer, temporary portable traffic signals shall be restricted to use on roadways of less than 8000 ADT that have limited access to electric utility service, shall not be installed on projects where the estimated need exceeds ten (10) weeks, and shall not be in operation during the

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period of November through March. The Contractor shall replace the temporary portable traffic signals with temporary span wire traffic signals noted herein at no cost to the contract if the bridge project or Engineer requires temporary traffic signals to remain in operation into any part of period of November through March. If, in the opinion of the engineer, the reliability and safety of the temporary portable traffic signal is not similar to that of a temporary span wire traffic signal installation, the Contractor shall replace the temporary portable traffic signals with temporary span wire traffic signals noted herein at no cost to the contract.

- The controller and LED signal displays shall meet the Standard Specifications and all other requirements in this TEMPORARY TRAFFIC SIGNAL INSTALLATION specification.
- 3. Work shall be according to Article 701.18(b) of the Standard Specifications except as noted herein.

#### 4. General.

- a. The temporary portable bridge traffic signals shall be trailer-mounted units. The trailer-mounted units shall be set up securely and level. Each unit shall be self-contained and consist of two signal heads. The left signal head shall be mounted on a mast arm capable of extending over the travel lane. Each unit shall contain a solar cell system to facilitate battery charging. There shall be a minimum of 12 days backup reserve battery supply and the units shall be capable of operating with a 120 V power supply from a generator or electrical service.
- b. All signal heads located over the travel lane shall be mounted at a minimum height of 17 feet (5m) from the bottom of the signal back plate to the top of the road surface. All far right signal heads located outside the travel lane shall be mounted at a minimum height of 8 feet (2.5m) from the bottom of the signal back plate to the top of the adjacent travel lane surface.
- c. The long all red intervals for the traffic signal controller shall be adjustable up to 250 seconds in one-second increments.
- d. As an alternative to detector loops, temporary portable bridge traffic signals may be equipped with microwave sensors or other approved methods of vehicle detection and traffic actuation.
- e. All portable traffic signal units shall be interconnected using hardwire communication cable. Radio communication equipment may be used only with the approval of the Engineer. If radio communication is used, a site analysis shall be completed to ensure that there is no interference present that would affect the traffic signal operation. The radio equipment shall meet all applicable FCC requirements.
- f. The temporary portable bridge traffic signal system shall meet the physical display and operational requirements of conventional traffic

signals as specified in Part IV and other applicable portions of the currently adopted version of the Manual on Uniform Traffic Control Devices (MUTCD) and the Illinois MUTCD. The signal system shall be designed to continuously operate over an ambient temperature range between -30 °F (-34 °C) and 120 °F (48 °C). When not being utilized to inform and direct traffic, portable signals shall be treated as nonoperating equipment according to Article 701.11.

g. Basis of Payment. This work will be paid for according to Article 701.20(c).

# Basis of Payment.

This work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL INSTALLATION, TEMPORARY BRIDGE TRAFFIC SIGNAL INSTALLATION, or TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNAL INSTALLATION, the price of which shall include all costs for the modifications required for traffic staging, changes in signal phasing as required in the Contract plans, microwave vehicle sensors, video vehicle detection system, any maintenance or adjustment to the microwave vehicle sensors/video vehicle detection system, the temporary wireless interconnect system complete, temporary fiber optic interconnect system complete, all material required, the installation and complete removal of the temporary traffic signal. Each intersection will be paid for separately.

# REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT.

Add the following to Article 895.05 of the Standard Specifications:

The traffic signal equipment which is to be removed and is to become the property of the Contractor shall be disposed of outside the right-of-way at the Contractor's expense.

All equipment to be returned to the State shall be delivered by the Contractor to the State's Traffic Signal Maintenance Contractor's main facility. The Contractor shall contact the State's Electrical Maintenance Contractor to schedule an appointment to deliver the equipment. No equipment will be accepted without a prior appointment. All equipment shall be delivered within 30 days of removing it from the traffic signal installation. The Contractor shall provide 5 copies of a list of equipment that is to remain the property of the State, including model and serial numbers, where applicable. The Contractor shall also provide a copy of the Contract plan or special provision showing the quantities and type of equipment. Controllers and peripheral equipment from the same location shall be boxed together (equipment from different locations may not be mixed) and all boxes and controller cabinets shall be clearly marked or labeled with the location from which they were removed. If equipment is not returned with these requirements, it will be rejected by the State's Electrical Maintenance Contractor. The Contractor shall be responsible for the condition of the traffic signal equipment from the time Contractor takes maintenance of the signal installation until the acceptance of a receipt drawn by the State's Electrical Maintenance Contractor indicating the items have been returned in good condition.

The Contractor shall safely store and arrange for pick up or delivery of all equipment to be returned to agencies other than the State. The Contractor shall package the equipment and provide all necessary documentation as stated above.

Traffic signal equipment which is lost or not returned to the Department for any reason shall be replaced with new equipment meeting the requirements of these Specifications at no cost to the contract.

# TRAFFIC SIGNAL PAINTING.

### Description.

This work shall include surface preparation, powder type painted finish application and packaging of new galvanized steel traffic signal mast arm poles and posts assemblies. All work associated with applying the painted finish shall be performed at the manufacturing facility for the pole assembly or post or at a painting facility approved by the Engineer. Traffic signal mast arm shrouds and post bases shall also be painted the same color as the pole assemblies and posts.

### Surface Preparation.

All weld flux and other contaminates shall be mechanically removed. The traffic mast arms and post assemblies shall be degreased, cleaned, and air dried to assure all moisture is removed.

### Painted Finish.

All galvanized exterior surfaces shall be coated with a urethane or triglycidyl isocyanurate (TGIC) polyester powder to a dry film thickness of 2.0 mils. Prior to application, the surface shall be mechanically etched by brush blasting (Ref. SSPC-SP7) and the zinc coated substrate preheated to 450 °F for a minimum one (1) hour. The coating shall be electrostatically applied and cured by elevating the zinc-coated substrate temperature to a minimum of 400 °F.

The finish paint color shall be one of the manufacturer's standard colors and shall be as selected by the local agency responsible for paint costs. The Contractor shall confirm, in writing, the color selection with the local responsible agency and provide a copy of the approval to the Engineer and a copy of the approval shall be included in the material catalog submittal.

Painting of traffic signal heads, pedestrian signal heads and controller cabinets is not included in this pay item.

Any damage to the finish after leaving the manufacturer's facility shall be repaired to the satisfaction of the Engineer using a method recommended by the manufacturer and approved by the Engineer. If while at the manufacturer's facility the finish is damaged, the finish shall be re-applied at no cost to the contract.

#### Warranty.

The Contractor shall furnish in writing to the Engineer, the paint manufacturer's standard warranty and certification that the paint system has been properly applied.

### Packaging.

Prior to shipping, the poles and posts shall be wrapped in ultraviolet-inhibiting plastic foam or rubberized foam.

### Basis of Payment.

This work shall be paid for at the contract unit price each for PAINT NEW MAST ARM AND POLE, UNDER 40 FEET (12.19 METER), PAINT NEW MAST ARM AND POLE, 40 FEET (12.19 METER) AND OVER, PAINT NEW COMBINATION MAST ARM AND POLE, UNDER 40 FEET (12.19 METER), PAINT NEW COMBINATION MAST ARM AND POLE, 40 FEET (12.19

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METER) AND OVER, or PAINT NEW TRAFFIC SIGNAL POST of the length specified, which shall be payment in full for painting and packaging the traffic signal mast arm poles and posts described above including all shrouds, bases and appurtenances.

# **ILLUMINATED STREET NAME SIGN**

### Description.

This work shall consist of furnishing and installing a LED internally illuminated street name sign.

### Materials.

Materials shall be in accordance with ILLUMINATED STREET NAME SIGN in Division 1000 of these specifications.

### Installation.

The sign can be mounted on most steel mast arm poles. Mounting on aluminum mast arm pole requires supporting structural calculations. Some older or special designed steel mast arm poles may require structural evaluation to assure that construction of the mast arm pole is adequate for the proposed additional loading. Structural calculations and other supporting documentation as determined by the Engineer shall be provided by the contractor for review by the Department.

The sign shall be located on a steel traffic signal mast arm no further than 8-feet from the center of the pole to the center of the sign at a height of between 16 to 18-feet above traveled pavement. Mounting hardware shall be Pelco model SE-5015, or approved equal, utilizing stainless steel components.

Signs shall be installed such that they are not energized when traffic signals are powered by an alternate energy source such as a generator or uninterruptible power supply (UPS). The signs shall be connected to the generator or UPS bypass circuitry.

# Basis of Payment.

This work will be paid for at the contract unit price each for ILLUMINATED STREET NAME SIGN, of the length specified which shall be payment in full for furnishing and installing the LED internally illuminated street sign, complete with circuitry and mounting hardware including photo cell, circuit breaker, fusing, relay, connections and cabling as shown on the plans for proper operation and installation.

## RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM.

# Description.

This work shall consist of re-optimizing a closed loop traffic signal system according to the following Levels of work.

LEVEL I applies when improvements are made to an existing signalized intersection within an existing closed loop traffic signal system. The purpose of this work is to integrate the improvements to the subject intersection into the signal system while minimizing the impacts to the existing system operation. This type of work would be commonly associated with the addition of signal phases, pedestrian phases, or improvements that do not affect the capacity at an intersection.

LEVEL II applies when improvements are made to an existing signalized intersection within an existing closed loop traffic signal system and detailed analysis of the intersection operation is desired by the engineer, or when a new signalized or existing signalized intersection is being added to an existing system, but optimization of the entire system is not required. The purpose of this work is to optimize the subject intersection, while integrating it into the existing signal system with limited impact to the system operations. This item also includes an evaluation of the overall system operation, including the traffic responsive program.

For the purposes of re-optimization work, an intersection shall include all traffic movements operated by the subject controller and cabinet.

After the signal improvements are completed, the signal shall be re-optimized as specified by an approved Consultant who has previous experience in optimizing Closed Loop Traffic Signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants. Traffic signal system optimization work, including fine-tuning adjustments of the optimized system, shall follow the requirements stated in the most recent IDOT District 1 SCAT Guidelines, except as note herein.

A listing of existing signal equipment, interconnect information, phasing data, and timing patterns may be obtained from the Department, if available and as appropriate. The existing SCAT Report is available for review at the District One office and if the Consultant provides blank computer disks, copies of computer simulation files for the existing optimized system and a timing database that includes intersection displays will be made for the Consultant. The Consultant shall confer with the Traffic Signal Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system, in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the optimization.

## (a) LEVEL I Re-Optimization

- 1. The following tasks are associated with LEVEL I Re-Optimization.
  - a. Appropriate signal timings shall be developed for the subject intersection and existing timings shall be utilized for the rest of the intersections in the system.
  - b. Proposed signal timing plan for the new or modified intersection(s) shall be forwarded to IDOT for review prior to implementation.
  - c. Consultant shall conduct on-site implementation of the timings at the turn-on and make fine-tuning adjustments to the timings of the subject intersection in the field to alleviate observed adverse operating conditions and to enhance operations.
- 2. The following deliverables shall be provided for LEVEL I Re-Optimization.
  - a. Consultant shall furnish to IDOT a cover letter describing the extent of the reoptimization work performed.
  - b. Consultant shall furnish an updated intersection graphic display for the subject intersection to IDOT and to IDOT's Traffic Signal Maintenance Contractor.

# (b) LEVEL II Re-Optimization

1. In addition to the requirements described in the LEVEL I Re-Optimization above, the following tasks are associated with LEVEL II Re-Optimization.

- a. Traffic counts shall be taken at the subject intersection after the traffic signals are approved for operation by the Area Traffic Signal Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday. The turning movement counts shall identify cars, and single-unit, multi-unit heavy vehicles, and transit buses.
- c. As necessary, the intersections shall be re-addressed and all system detectors reassigned in the master controller according to the current standard of District One.
- c. Traffic responsive program operation shall be evaluated to verify proper pattern selection and lack of oscillation and a report of the operation shall be provided to IDOT.
- 2. The following deliverables shall be provided for LEVEL II Re-Optimization.
  - a. Consultant shall furnish to IDOT one (1) copy of a technical memorandum for the optimized system. The technical memorandum shall include the following elements:
    - (1) Brief description of the project
    - (2) Printed copies of the analysis output from Synchro (or other appropriate, approved optimization software file)
    - (3) Printed copies of the traffic counts conducted at the subject intersection
  - b. Consultant shall furnish to IDOT two (2) CDs for the optimized system. The CDs shall include the following elements:
    - (1) Electronic copy of the technical memorandum in PDF format
    - (2) Revised Synchro files (or other appropriate, approved optimization software file) including the new signal and the rest of the signals in the closed loop system
    - (3) Traffic counts conducted at the subject intersection
    - (4) New or updated intersection graphic display file for the subject intersection
    - (5) The CD shall be labeled with the IDOT system number and master location, as well as the submittal date and the consultant logo. The CD case shall include a clearly readable label displaying the same information securely affixed to the side and front.

## Basis of Payment.

This work shall be paid for at the contract unit price each for RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL I or RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM – LEVEL II, which price shall be payment in full for performing all work described herein per intersection. Following completion of the timings and submittal of specified deliverables, 100 percent of the bid price will be paid. Each intersection will be paid for separately.

# OPTIMIZE TRAFFIC SIGNAL SYSTEM.

### Description.

This work shall consist of optimizing a closed loop traffic signal system.

OPTIMIZE TRAFFIC SIGNAL SYSTEM applies when a new or existing closed loop traffic signal system is to be optimized and a formal Signal Coordination and Timing (SCAT) Report is to be prepared. The purpose of this work is to improve system performance by optimizing traffic signal timings, developing a time of day program and a traffic responsive program.

After the signal improvements are completed, the signal system shall be optimized as specified by an approved Consultant who has previous experience in optimizing Closed Loop Traffic

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Signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants. Traffic signal system optimization work, including fine-tuning adjustments of the optimized system, shall follow the requirements stated in the most recent IDOT District 1 SCAT Guidelines, except as note herein.

A listing of existing signal equipment, interconnect information, phasing data, and timing patterns may be obtained from the Department, if available and as appropriate. The existing SCAT Report is available for review at the District One office and if the Consultant provides blank computer disks, copies of computer simulation files for the existing optimized system and a timing database that includes intersection displays will be made for the Consultant. The Consultant shall confer with the Traffic Signal Engineer prior to optimizing the system to determine if any extraordinary conditions exist that would affect traffic flows in the vicinity of the system, in which case, the Consultant may be instructed to wait until the conditions return to normal or to follow specific instructions regarding the optimization.

- (a) The following tasks are associated with OPTIMIZE TRAFFIC SIGNAL SYSTEM.
  - 1. Appropriate signal timings and offsets shall be developed for each intersection and appropriate cycle lengths shall be developed for the closed loop signal system.
  - 2. Traffic counts shall be taken at all intersections after the permanent traffic signals are approved for operation by the Area Traffic Signal Operations Engineer. Manual turning movement counts shall be conducted from 6:30 a.m. to 9:30 a.m., 11:00 a.m. to 1:00 p.m., and 3:30 p.m. to 6:30 p.m. on a typical weekday from midday Monday to midday Friday. The turning movement counts shall identify cars, and single-unit and multi-unit heavy vehicles.
  - 3. As necessary, the intersections shall be re-addressed and all system detectors reassigned in the master controller according to the current standard of District One.
  - 4. A traffic responsive program shall be developed, which considers both volume and occupancy. A time-of-day program shall be developed for used as a back-up system.
  - 5. Proposed signal timing plan for the new or modified intersection shall be forwarded to IDOT for review prior to implementation.
  - 6. Consultant shall conduct on-site implementation of the timings and make fine-tuning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
  - 7. Speed and delay studies shall be conducted during each of the count periods along the system corridor in the field before and after implementation of the proposed timing plans for comparative evaluations. These studies should utilize specialized electronic timing and measuring devices.
- (b) The following deliverables shall be provided for OPTIMIZE TRAFFIC SIGNAL SYSTEM.
  - 1. Consultant shall furnish to IDOT one (1) copy of a SCAT Report for the optimized system. The SCAT Report shall include the following elements:

# Cover Page in color showing a System Map

### **Figures**

- 1. System overview map showing system number, system schematic map with numbered system detectors, oversaturated movements, master location, system phone number, cycle lengths, and date of completion.
- 2. General location map in color showing signal system location in the metropolitan area.
- 3. Detail system location map in color showing cross street names and local controller addresses.
- 4. Controller sequence showing controller phase sequence diagrams.

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## Tab 1: Final Report

- 1. Project Overview
- 2. System and Location Description (Project specific)
- 3. Methodology
- 4. Data Collection
- 5. Data Analysis and Timing Plan Development
- 6. Implementation
  - a. Traffic Responsive Programming (Table of TRP vs. TOD Operation)
- 7. Evaluation
  - a. Speed and Delay runs

# **Tab 2. Turning Movement Counts**

1. Turning Movement Counts (Showing turning movement counts in the intersection diagram for each period, including truck percentage)

# Tab 3. Synchro Analysis

- 1. AM: Time-Space diagram in color, followed by intersection Synchro report (Timing report) summarizing the implemented timings.
- 2. Midday: same as AM
- 3. PM: same as AM

## Tab 4: Speed, Delay Studies

- 1. Summary of before and after runs results in two (2) tables showing travel time and delay time.
- 2. Plot of the before and after runs diagram for each direction and time period.

### Tab 5: Environmental Report

1. Environmental impact report including gas consumption, NO2, HCCO, improvements.

## Tab 6: Electronic Files

- 1. Two (2) CDs for the optimized system. The CDs shall include the following elements:
  - a. Electronic copy of the SCAT Report in PDF format
  - b. Copies of the Synchro files for the optimized system
  - c. Traffic counts for the optimized system
  - d. New or updated intersection graphic display files for each of the system intersections and the system graphic display file including system detector locations and addresses.

# Basis of Payment.

The work shall be paid for at the contract unit each for OPTIMIZE TRAFFIC SIGNAL SYSTEM, which price shall be payment in full for performing all work described herein for the entire traffic signal system. Following the completion of traffic counts, 25 percent of the bid price will be

paid. Following the completion of the Synchro analysis, 25 percent of the bid price will be paid. Following the setup and fine tuning of the timings, the speed-delay study, and the TRP programming, 25 percent of the bid price will be paid. The remaining 25 percent will be paid when the system is working to the satisfaction of the engineer and the report and CD have been submitted.

# TEMPORARY TRAFFIC SIGNAL TIMINGS

### Description.

This work shall consist of developing and maintaining appropriate traffic signal timings for the specified intersection for the duration of the temporary signalized condition, as well as impact to existing traffic signal timings caused by detours or other temporary conditions.

All timings and adjustments necessary for this work shall be performed by an approved Consultant who has previous experience in optimizing Closed Loop Traffic signal Systems for District One of the Illinois Department of Transportation. The Contractor shall contact the Traffic Signal Engineer at (847) 705-4424 for a listing of approved Consultants.

The following tasks are associated with TEMPORARY TRAFFIC SIGNAL TIMINGS.

- (a) Consultant shall attend temporary traffic signal inspection (turn-on) and/or detour meeting and conduct on-site implementation of the traffic signal timings. Make fineturning adjustments to the timings in the field to alleviate observed adverse operating conditions and to enhance operations.
- (b) Consultant shall provide monthly observation of traffic signal operations in the field.
- (c) Consultant shall provide on-site consultation and adjust timings as necessary for construction stage changes, temporary traffic signal phase changes, and any other conditions affecting timing and phasing, including lane closures, detours, and other construction activities.
- (d) Consultant shall make timing adjustments and prepare comment responses as directed by the Area Traffic Signal Operations Engineer.

### Basis of Payment.

The work shall be paid for at the contract unit price each for TEMPORARY TRAFFIC SIGNAL TIMINGS, which price shall be payment in full for performing all work described herein per intersection. When the temporary traffic signal installation is turned on and/or detour implemented, 50 percent of the bid price will be paid. The remaining 50 percent of the bid price will be paid following the removal of the temporary traffic signal installation and/or detour.

### MODIFYING EXISTING CONTROLLER CABINET.

The work shall consist of modifying an existing controller cabinet as follows:

(a) Uninterruptible Power Supply (UPS). The addition of uninterruptible power supply (UPS) to an existing controller cabinet could require the relocation of the existing controller cabinet items to allow for the installation of the uninterruptible power supply (UPS) components inside the existing controller cabinet as outlined under Sections 862 and 1074.04 of the Standard Specifications.

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- (b) Light Emitting Diode (LED) Signal Heads, Light Emitting Diode (LED) Optically Programmed Signal Heads and Light Emitting Diode (LED) Pedestrian Signal Heads. The contractor shall verify that the existing load switches meet the requirements of Section 1074.03(5)(b)(2) of the Standard Specifications and the recommended load requirements of the light emitting diode (LED) signal heads that are being installed at the existing traffic signal. If any of the existing load switches do not meet these requirements, they shall be replaced, as directed by the Engineer.
- (c) Light Emitting Diode (LED), Signal Head, Retrofit. The contractor shall verify that the existing load switches meet the requirements of Section 1074.03(2) of the Standard Specifications and the recommended load requirements of light emitting diode (LED) traffic signal modules, pedestrian signal modules, and pedestrian countdown signal modules as specified in the plans. If any of the existing load switches do not meet these requirements, they shall be replaced, as directed by the Engineer.

# Basis of Payment.

Modifying an existing controller cabinet will be paid for at the contract unit price per each for MODIFY EXISTING CONTROLLER CABINET. This shall include all material and labor required to complete the work as described above, the removal and disposal of all items removed from the controller cabinet, as directed by the Engineer. The equipment for the Uninterruptible Power Supply (UPS) and labor to install it in the existing controller cabinet shall be included in the pay item Uninterruptible Power Supply. Modifying an existing controller will be paid for at the contract unit price per each for MODIFY EXISTING CONTROLLER, per Sections 895.04 and 895.08 of the Standard Specifications.

#### **DIVISION 1000 MATERIALS**

### PEDESTRIAN PUSH-BUTTON.

Revise Article 1074.02(a) of the Standard Specifications to read:

The pedestrian push-button housing shall be constructed of aluminum alloy according to ASTM B 308 6061-T6 and powder coated yellow, unless otherwise noted on the plans. The housing shall be furnished with suitable mounting hardware.

Revise Article 1074-02(e) of the Standard Specifications to read:

Stations shall be designed to be mounted directly to a post, mast arm pole or wood pole. The station shall be aluminum and shall accept a 3 inch (75mm) round push-button assembly and a regulatory pedestrian instruction sign according to MUTCD, sign series R10-3e 9 x 15 inch sign with arrow(s) for a count-down pedestrian signal. The pedestrian station size without count-down pedestrian signals shall accommodate a MUTCD sign series R10-3b or R10-3d 9 x 12 inch sign with arrow(s).

Add the following to Article 1074,02(a) of the Standard Specifications:

(f) Location. Pedestrian push-buttons and stations shall be mounted directly to a post, mast arm pole or wood pole as shown on the plans and shall be fully accessible from a paved or concrete surface. See the District's Detail sheets for orientation and mounting details.

# CONTROLLER CABINET AND PERIPHERAL EQUIPMENT.

Add the following to Article 1074.03 of the Standard Specifications:

- (a) (6) Cabinets shall be designed for NEMA TS2 Type 1 operation. All cabinets shall be pre-wired for a minimum of eight (8) phases of vehicular, four (4) phases of pedestrian and four (4) phases of overlap operation.
- (b) (5) Cabinets Provide 1/8" (3.2 mm) thick unpainted aluminum alloy 5052-H32. The surface shall be smooth, free of marks and scratches. All external hardware shall be stainless steel.
- (b) (6) Controller Harness Provide a TS2 Type 2 "A" wired harness in addition to the TS2 Type 1 harness.
- (b) (7) Surge Protection Plug-in type EDCO SHA-1250 or Atlantic/Pacific approved equal.
- (b) (8) BIU Containment screw required.
- (b) (9) Transfer Relays Solid state or mechanical flash relays are acceptable.
- (b) (10) Switch Guards All switches shall be guarded.
- (b) (11) Heating One (1) 200 watt, thermostatically-controlled, Hoffman electric heater, or approved equivalent.
- (b) (12) Lighting One (1) LED Panel shall be placed inside the cabinet top panel and one (1) LED Panel shall be placed on each side of the pull-out drawer/shelf assembly located beneath the controller support shelf. The LED Panels shall be controlled by a wall switch. Relume Traffic Control Box LED Panels and power supply or approved equivalent.
- (b) (13) The cabinet shall be equipped with a pull-out drawer/shelf assembly. A 1 ½ inch (38mm) deep drawer shall be provided in the cabinet, mounted directly beneath the controller support shelf. The drawer shall have a hinged top cover and shall be capable of accommodating one (1) complete set of cabinet prints and manuals. This drawer shall support 50 lbs. (23 kg) in weight when fully extended. The drawer shall open and close smoothly. Drawer dimensions shall make maximum use of available depth offered by the controller shelf and be a minimum of 24 inches (610mm) wide.
- (b) (14) Plan & Wiring Diagrams 12" x 16" (3.05mm x 4.06mm) moisture sealed container attached to door.
- (b) (15) Detector Racks Fully wired and labeled for four (4) channels of emergency vehicle pre-emption and sixteen channels (16) of vehicular operation.
- (b) (16) Field Wiring Labels All field wiring shall be labeled.
- (b) (17) Field Wiring Termination Approved channel lugs required.
- (b) (18) Power Panel Provide a nonconductive shield.
- (b) (19) Circuit Breaker The circuit breaker shall be sized for the proposed load but shall not be rated less than 30 amps.
- (b) (20) Police Door Provide wiring and termination for plug in manual phase advance switch.
- (b) (21) Railroad Pre-Emption Test Switch Eaton 8830K13 SHA 1250 or equivalent.

# RAILROAD, FULL-ACTUATED CONTROLLER AND CABINET.

Controller shall comply with Article 1073.01 as amended in these Traffic Signal Special Provisions.

Controller Cabinet and Peripheral Equipment shall comply with Article 1074.03 as amended in these Traffic Signal Special Provisions.

Add the following to Articles 1073.01 (c) (2) and 1074.03 (a) (5) (e) of the Standard Specifications:

Controllers and cabinets shall be new and NEMA TS2 Type 1 design.

A method of monitoring and/or providing redundancy to the railroad preemptor input to the controller shall be included as a component of the Railroad, Full Actuated Controller and Cabinet installation and be verified by the traffic signal equipment supplier prior to installation.

Railroad interconnected controllers and cabinets shall be assembled only by an approved traffic signal equipment supplier. All railroad interconnected (including temporary railroad interconnect) controllers and cabinets shall be new, built, tested and approved by the controller equipment vendor, in the vendor's District One facility, prior to field installation. The vendor shall provide the technical equipment and assistance as required by the Engineer to fully test this equipment.

#### UNINTERRUPTIBLE POWER SUPPLY (UPS).

Revise Article 1074.04(a)(1) of the Standard Specifications to read:

The UPS shall be line interactive and provide voltage regulation and power conditioning when utilizing utility power. The UPS shall be sized appropriately for the intersection's normal traffic signal operating connected load, plus 20 percent (20%). The total connected traffic signal load shall not exceed the published ratings for the UPS. The UPS shall provide a minimum of six (6) hours of normal operation run-time for signalized intersections with LED type signal head optics at 77 °F (25 °C) (minimum 700 W/1000 VA active output capacity, with 90 percent minimum inverter efficiency).

Revise the first paragraph of Article 1074.04(a)(3) of the Standard Specifications to read:

The UPS shall have a minimum of four (4) sets of normally open (NO) and normally closed (NC) single-pole double-throw (SPDT) relay contact closures, available on a panel mounted terminal block or locking circular connectors, rated at a minimum 120 V/1 A, and labeled so as to identify each contact according to the plans.

Revise Article 1074.04(a)(10) of the Standard Specifications to read:

The UPS shall be compatible with the District's approved traffic controller assemblies utilizing NEMA TS 1 or NEMA TS 2 controllers and cabinet components for full time operation.

Revise Article 1074.04(a)(17) of the Standard Specifications to read:

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When the intersection is in battery backup mode, the UPS shall bypass all internal cabinet lights, ventilation fans, cabinet heaters, service receptacles, any lighted street name signs, any automated enforcement equipment and any other devices directed by the Engineer.

Revise Article 1074.04(b)(2)b of the Standard Specifications to read:

Batteries, inverter/charger and power transfer relay shall be housed in a separate NEMA Type 3R cabinet. The cabinet shall be Aluminum alloy, 5052-H32, 0.125-inch thick and have a natural mill finish.

Revise Article 1074.04(b)(2)c of the Standard Specifications to read:

No more than three batteries shall be mounted on individual shelves for a cabinet housing six batteries and no more than four batteries per shelf for a cabinet housing eight batteries.

Revise Article 1074.04(b)(2)e of the Standard Specifications to read:

The battery cabinet housing shall have the following nominal outside dimensions: a width of 25 in. (785 mm), a depth of 16 in. (440 mm), and a height of 41 to 48 in. (1.1 to 1.3 m). Clearance between shelves shall be a minimum of 10 in. (250 mm).

#### UPS

End of paragraph 1074.04(b) (2)e

The door shall be equipped with a two position doorstop, one a 90° and one at 120°.

Revise Article 1074.04(b)(2)g of the Standard Specifications to read:

The door shall open to the entire cabinet, have a neoprene gasket, an Aluminum continuous piano hinge with stainless steel pin, and a three point locking system. The cabinet shall be provided with a main door lock which shall operate with a traffic industry conventional No. 2 key. Provisions for padlocking the door shall be provided.

Add the following to Article 1074.04(b)(2) of the Standard Specifications:

j. The battery cabinet shall have provisions for an external generator connection.

Add the following to Article 1074.04(c) of the Standard Specifications:

- (8) The UPS shall include a tip or kill switch installed in the battery cabinet, which shall completely disconnect power from the UPS when the switch is manually activated.
- (9) The UPS shall incorporate a flanged electric generator inlet for charging the batteries and operating the UPS. The generator connector shall be male type, twist-lock, rated as 15A, 125VAC with a NEMA L5-15P configuration and weatherproof lift cover plate (Hubbell model HBL4716C or approved equal). Access to the generator inlet shall be from a secured weatherproof lift cover plate or behind a locked battery cabinet police panel.

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#### Battery System.

Revise Article 1074.04(d)(3) of the Standard Specifications to read:

All batteries supplied in the UPS shall be either gel cell or AGM type, deep cycle, completely sealed, prismatic leadcalcium based, silver alloy, valve regulated lead acid (VRLA) requiring no maintenance. All batteries in a UPS installation shall be the same type; mixing of gel cell and AGM types within a UPS installation is not permitted.

Revise Article 1074.04(d)(4) of the Standard Specifications to read:

Batteries shall be certified by the manufacturer to operate over a temperature range of -13 to 160 °F (-25 to + 71 °C) for gel cell batteries and -40 to 140 °F (-40 to + 60 °C) for AGM type batteries.

Add the following to Article 1074.04(d) of the Standard Specifications:

(9) The UPS shall consist of an even number of batteries that are capable of maintaining normal operation of the signalized intersection for a minimum of six hours. Calculations shall be provided showing the number of batteries of the type supplied that are needed to satisfy this requirement. A minimum of four batteries shall be provided.

Add the following to the Article 1074.04 of the Standard Specifications:

(e) Warranty. The warranty for an uninterruptible power supply (UPS) shall cover a minimum of two years from date the equipment is placed in operation; however, the batteries of the UPS shall be warranted for full replacement for a minimum of five years from the date the traffic signal and UPS are placed into service.

#### **ELECTRIC CABLE.**

Delete "or stranded, and No. 12 or" from the last sentence of Article 1076.04 (a) of the Standard Specifications.

Add the following to the Article 1076.04(d) of the Standard Specifications:

Service cable may be single or multiple conductor cable.

#### TRAFFIC SIGNAL POST.

Add the following to Article 1077.01 (d) of the Standard Specifications:

All posts and bases shall be steel and hot dipped galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING in Division 800 of these specifications.

# PEDESTRIAN PUSH-BUTTON POST.

Add the following to Article 1077.02(b) of the Standard Specifications:

All posts and bases shall be steel and hot-dipped galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with Traffic Signal Painting in Division 800 of these specifications.

# MAST ARM ASSEMBLY AND POLE.

Add the following to Article 1077.03 (a) of the Standard Specifications:

Traffic signal mast arms shall be one piece construction, unless otherwise approved by the Engineer. All poles shall be galvanized. If the Department approves painting, powder coating by the manufacturer will be required over the galvanization in accordance with TRAFFIC SIGNAL PAINTING in Division 800 of these specifications.

The shroud shall be of sufficient strength to deter pedestrian and vehicular damage. The shroud shall be constructed and designed to allow air to circulate throughout the mast arm but not allow infestation of insects or other animals, and such that it is not hazardous to probing fingers and feet. All mounting hardware shall be stainless steel.

# LIGHT EMITTING DIODE (LED) TRAFFIC SIGNAL HEAD.

Add the following to Section 1078 of the Standard Specifications:

#### General.

All signal and pedestrian heads shall provide 12" (300 mm) displays with glossy yellow or black polycarbonate housings. All head housings shall be the same color (yellow or black) at the intersection. For new signalized intersections and existing signalized intersections where all signal and/or pedestrian heads are being replaced, the proposed head housings shall be black. Where only selected heads are being replaced, the proposed head housing color (yellow or black) shall match existing head housings. Connecting hardware and mounting brackets shall be polycarbonate (black). A corrosion resistant anti-seize lubricant shall be applied to all metallic mounting bracket joints, and shall be visible to the inspector at the signal turn-on. Post top mounting collars are required on all posts, and shall be constructed of the same material as the brackets.

Pedestrian signal heads shall be furnished with the international symbolic "Walking Person" and "Upraised Palm" displays. Egg crate sun shields are not permitted.

Signal heads shall be positioned according to the "District One Standard Traffic Signal Design Details."

LED signal heads (All Face and Section Quantities), (All Mounting Types) shall conform fully to the requirements of Articles 1078.01 and 1078.02 of the Standard Specifications amended herein.

 The LED signal modules shall be replaced or repaired if an LED signal module fails to function as intended due to workmanship or material defects within the first 60 months from the date of delivery. LED signal modules which exhibit luminous intensities less

than the minimum values specified in Table 1 of the ITE Vehicle Traffic Control Signal Heads: Light Emitting Diode (LED) Circular Signal Supplement (June 27, 2005) [VTSCH], or applicable successor ITE specifications, or show signs of entrance of moisture or contaminants within the first 60 months of the date of delivery shall be replaced or repaired. The manufacturer's written warranty for the LED signal modules shall be dated, signed by an Officer of the company and included in the product submittal to the State.

# (a) Physical and Mechanical Requirements

- 1. Modules can be manufactured under this specification for the following faces:
  - a. 12 inch (300 mm) circular, multi-section
  - b. 12 inch (300 mm) arrow, multi-section
  - c. 12 inch (300 mm) pedestrian, 2 sections
- 2. The maximum weight of a module shall be 4 lbs. (1.8 kg).
- Each module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- 4. Material used for the lens and signal module construction shall conform to ASTM specifications for the materials.
- 5. The lens of the module shall be tinted with a wavelength-matched color to reduce sun phantom effect and enhance on/off contrast. The tinting shall be uniform across the lens face. Polymeric lens shall provide a surface coating or chemical surface treatment applied to provide abrasion resistance. The lens of the module shall be integral to the unit, convex with a smooth outer surface and made of plastic. The lens shall have a textured surface to reduce glare.
- 6. The use of tinting or other materials to enhance ON/OFF contrasts shall not affect chromaticity and shall be uniform across the face of the lens.
- 7. Each module shall have a symbol of the type of module (i.e. circle, arrow, etc.) in the color of the module. The symbol shall be 1 inch (25.4 mm) in diameter. Additionally, the color shall be written out in 1/2 inch (12.7mm) letters next to the symbol.

#### (b) Photometric Requirements

- 1. The minimum initial luminous intensity values for the modules shall conform to the values in Table 1 of the VTCSH (2005) for circular signal indications, and as stated in Table 3 of these specifications for arrow and pedestrian indications at 25 °C.
- 2. The modules shall meet or exceed the illumination values stated in Articles 1078.01 and 1078.02 the Standard Specifications for circular signal indications, and Table 3 of these specifications for arrow and pedestrian indications, throughout the useful life based on normal use in a traffic signal operation over the operating temperature range.

- The measured chromaticity coordinates of the modules shall conform to the chromaticity requirements of Section 4.2 of the VTCSH (2005) or applicable successor ITE specifications.
- 4. The LEDs utilized in the modules shall be AllnGaP technology for red, yellow, Portland orange (pedestrian) and white (pedestrian) indications, and GaN for green indications, and shall be the ultra bright type rated for 100,000 hours of continuous operation from 40 °C to +74 °C.

# (c) Electrical

- 1. Maximum power consumption for LED modules is per Table 2.
- 2. Operating voltage of the modules shall be 120 VAC. All parameters shall be measured at this voltage.
- 3. The modules shall be operationally compatible with currently used controller assemblies (solid state load switches, flashers, and conflict monitors).
- 4. When a current of 20 mA AC (or less) is applied to the unit, the voltage read across the two leads shall be 15 VAC or less.
- 5. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

# (d) Retrofit Traffic Signal Module

- 1. The following specification requirements apply to the Retrofit module only. All general specifications apply unless specifically superseded in this section.
- 2. Retrofit modules can be manufactured under this specification for the following faces:
  - a. 12 inch (300 mm) circular, multi-section
  - b. 12 inch (300 mm) arrow, multi-section
  - c. 12 inch (300 mm) pedestrian, 2 sections
- Each Retrofit module shall be designed to be installed in the doorframe of a standard traffic signal housing. The Retrofit module shall be sealed in the doorframe with a onepiece EPDM (ethylene propylene rubber) gasket.
- 4. The maximum weight of a Retrofit module shall be 4 lbs. (1.8 kg).
- 5. Each Retrofit module shall be a sealed unit to include all parts necessary for operation (a printed circuit board, power supply, a lens and gasket, etc.), and shall be weather proof after installation and connection.
- 6. Electrical conductors for modules, including Retrofit modules, shall be 39.4 inches (1m) in length, with quick disconnect terminals attached.

- 7. The lens of the Retrofit module shall be integral to the unit, shall be convex with a smooth outer surface and made of plastic or of glass.
- (e) The following specification requirements apply to the 12 inch (300 mm) arrow module only. All general specifications apply unless specifically superseded in this section.
  - The arrow module shall meet specifications stated in Section 9.01 of the Equipment and Material Standards of the Institute of Transportation Engineers (November 1998) [ITE Standards], Chapter 2 (Vehicle Traffic Control Signal Heads) or applicable successor ITE specifications for arrow indications.
  - 2. The LEDs arrow indication shall be a solid display with a minimum of three (3) outlining rows of LEDs and at least one (1) fill row of LEDs.
- (f) The following specification requirement applies to the 12 inch (300 mm) programmed visibility (PV) module only. All general specifications apply unless specifically superseded in this section.
  - 1. The LED module shall be a module designed and constructed to be installed in a programmed visibility (PV) signal housing without modification to the housing.
- (g) The following specification requirements apply to the 12 inch (300 mm) Pedestrian module only. All general specifications apply unless specifically superseded in this section.
  - 1. Each pedestrian signal LED module shall provide the ability to actuate the solid upraised hand and the solid walking person on one 12 inch (300mm) section.
  - 2. Two (2) pedestrian sections shall be installed. The top section shall be wired to illuminate only the upraised hand and the bottom section shall be the walking man.
  - 3. "Egg Crate" type sun shields are not permitted. All figures must be a minimum of 9 inches (225mm) in height and easily identified from a distance of 120-feet (36.6m).

# LIGHT EMITTING DIODE (LED) PEDESTRIAN COUNTDOWN SIGNAL HEAD.

Add the following to Article 1078.02 of the Standard Specifications:

# General.

- 1. The module shall operate in one mode: Clearance Cycle Countdown Mode Only. The countdown module shall display actual controller programmed clearance cycle and shall start counting when the flashing clearance signal turns on and shall countdown to "0" and turn off when the steady Upraised Hand (symbolizing Don't Walk) signal turns on. Module shall not have user accessible switches or controls for modification of cycle.
- 2. At power on, the module shall enter a single automatic learning cycle. During the automatic learning cycle, the countdown display shall remain dark.

- 3. The module shall re-program itself if it detects any increase or decrease of Pedestrian Timing. The counting unit will go blank once a change is detected and then take one complete pedestrian cycle (with no counter during this cycle) to adjust its buffer timer.
- 4. The module shall allow for consecutive cycles without displaying the steady Upraised Hand.
- 5. The module shall recognize preemption events and temporarily modify the crossing cycle accordingly.
- 6. If the controller preempts during the Walking Person (symbolizing Walk), the countdown will follow the controller's directions and will adjust from Walking Person to flashing Upraised Hand. It will start to count down during the flashing Upraised Hand.
- 7. If the controller preempts during the flashing Upraised Hand, the countdown will continue to count down without interruption.
- 8. The next cycle, following the preemption event, shall use the correct, initially programmed values.
- 9. If the controller output displays Upraised Hand steady condition and the unit has not arrived to zero or if both the Upraised Hand and Walking Person are dark for some reason, the unit suspends any timing and the digits will go dark.
- 10. The digits will go dark for one pedestrian cycle after loss of power of more than 1.5 seconds.
- 11. The countdown numerals shall be two (2) "7 segment" digits forming the time display utilizing two rows of LEDs.
- 12. The LED module shall meet the requirements of the Institute of Transportation Engineers (ITE) LED purchase specification, "Pedestrian Traffic Control Signal Indications Part 2: LED Pedestrian Traffic Signal Modules," or applicable successor ITE specifications, except as modified herein.
- 13. The LED modules shall provide constant light output under power. Modules with dimming capabilities shall have the option disabled or set on a non-dimming operation.
- 14. In the event of a power outage, light output from the LED modules shall cease instantaneously.
- 15. The LEDs utilized in the modules shall be AllnGaP technology for Portland Orange (Countdown Numerals and Upraised Hand) and GaN technology for Lunar White (Walking Person) indications.
- 16. The individual LEDs shall be wired such that a catastrophic loss or the failure of one or more LED will not result in the loss of the entire module.

# Electrical.

- 1. Maximum power consumption for LED modules is 29 watts.
- 2. The measured chromaticity shall remain unchanged over the input line voltage range listed of 80 VAC to 135 VAC.

# TRAFFIC SIGNAL BACKPLATE.

Delete 1<sup>st</sup> sentence of Article 1078.03 of the Standard Specifications and add "All backplates shall be aluminum and louvered".

Add the following to the third paragraph of Article 1078.03 of the Standard Specifications. The reflective backplate shall not contain louvers.

Delete second sentence of the fourth paragraph of Article 1078.03 f the Standard Specifications.

Add the following to the fourth paragraph of Article 1078.03 of the Standard Specifications:

When retro reflective sheeting is specified, it shall be Type ZZ sheeting according to Article 1091.03 and applied in preferred orientation for the maximum angularity according to the manufacturer's recommendations. The retro reflective sheeting shall be installed under a controlled environment at the manufacturer/supplier before shipment to the contractor. The aluminum backplate shall be prepared and cleaned, following recommendations of the retro reflective sheeting manufacturer.

#### INDUCTIVE LOOP DETECTOR.

Add the following to Article 1079.01 of the Standard Specifications:

Contracts requiring new cabinets shall provide for rack mounted detector amplifier cards. Detector amplifiers shall provide LCD displays with loop frequency, inductance, and change of inductance readings.

#### ILLUMINATED SIGN, LIGHT EMITTING DIODE.

Delete last sentence of Article 1084.01(a) and add "Mounting hardwire shall be black polycarbonate or galvanized steel and similar to mounting Signal Head hardware and bracket specified herein and shall provide tool free access to the interior."

Revise the second paragraph of Article 1084.01(a) to read:

The exterior surface of the housing shall be acid-etched and shop painted with one coat of zinc-chromate primer and two coats of exterior enamel. The housing shall be the same color (yellow or black) to match the existing or proposed signal heads. The painting shall be according to Section 851.

Add the following to Article 1084.01 (b) of the Standard Specifications:

The message shall be formed by rows of LEDs. The sign face shall be 24 inches (600 mm) by 24 inches (600 mm).

Add the following to Article 1084.01 of the Standard Specifications:

(e) The light emitting diode (LED) blank out signs shall be manufactured by National Sign & Signal Company, or an approved equal and consist of a weatherproof housing and door, LEDs and transformers.

#### **ILLUMINATED STREET NAME SIGN**

The illuminate street name sign shall be as follows.

# (a) Description.

The LEDs shall be white in color and utilize InGaN or UV thermally efficient technology. The LED Light Engines shall be designed to fit inside a standard fluorescent illuminated street sign housing in lieu of fluorescent lamps and ballasts or a slim line type housing. The LED internally-illuminated street name sign shall display the designated street name clearly and legibly in the daylight hours without being energized and at night when energized. The sign assembly shall consist of a four-, six-, or eight-foot aluminum housing. White translucent 3M DG³ reflective sheeting sign faces with the street name applied in 3M/Scotchlite Series 1177 or current 3M equivalent transparent green shall be installed in hinged doors on the side of the sign for easy access to perform general cleaning and maintenance operations. Illumination shall occur with LED Light Engine as specified.

# (b) Environmental Requirements.

The LED lamp shall be rated for use in the ambient operating temperature range of -40 to +50°C (-40 to +122°F) for storage in the ambient temperature range of -40 to +75°C (-40 to +167°F).

#### (c) General Construction.

- The LED Light Engine shall be a single, self-contained device, for installation in an existing street sign housing. The power supply must be designed to fit and mounted on the inside wall at one end of the street sign housing. The LED Light Engine shall be mounted within the inner top portion of the housing and no components of the light source shall sit between the sign faces.
- The assembly and manufacturing processes of the LED Light Engine shall be designed to ensure that all LED and electronic components are adequately supported to withstand mechanical shocks and vibrations in compliance with the specifications of the ANSI, C136.31-2001 standards.

#### (d) Mechanical Construction.

- 1. The sign shall be constructed using a weatherproof, aluminum housing consisting of an extruded aluminum top with a minimum thickness of .140" x 10 ¾" deep (including the drip edge). The extruded aluminum bottom is .094" thick x 5 7/8" deep. The ends of the housing shall be cast aluminum with a minimum thickness of .250". A six-foot sign shall be 72 5/8" long and 22 5/16" tall and not weigh more than 77 pounds. An eight-foot sign shall be 96 5/8" long and 22 5/16" tall and not weigh more than 92 pounds. All corners are continuous TIG (Tungsten Inert Gas) welded to provide a weatherproof seal around the entire housing.
- The door shall be constructed of extruded aluminum. Two corners are continuous TIG welded with the other two screwed together to make one side of the door removable for

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The signs shall not be energized when traffic signals are powered by an alternate energy source such as a generator or uninterruptable power source (UPS). The signs shall be connected to the generator or UPS bypass circuitry.

# (f) Photometric Requirements.

- The entire surface of the sign panel shall be evenly illuminated. The average maintained luminous intensity measured across the letters, operating under the conditions defined in Environmental Requirements and Wattage Sections shall be of a minimum value of 100 cd/m<sup>2</sup>.
- The manufacturer shall make available independent laboratory test results to verify compliance to Voltage Range and Luminous Intensity Distribution Sections.
- Twelve (12) 1.25 watt LED units shall be mounted on 1-inch x 22-inch metal cone printed circuit boards (MCPCB). The viewing angle shall be 120 degrees. LED shall have a color temperature of 5200k nominal, CRI of 80 with a life expectancy of 75,000 hrs.

# (g) Quality Assurance.

The LED Light Engine shall be manufactured in accordance with a vendor quality assurance (QA) program. The production QA shall include statistically controlled routine tests to ensure minimum performance levels of the LED Light Engine build to meet this specification. QA process and test result documentations shall be kept on file for a minimum period of seven (7) years. The LED Light Engine that does not satisfy the production QA testing performance requirements shall not be labeled, advertised, or sold as conforming to these specifications. Each LED Light Engine shall be identified by a manufacturer's serial number for warranty purposes. LED Light Engines shall be replaced or repaired if they fail to function as intended due to workmanship or material defects within the first sixty (60) months from the date of acceptance. LED Light Engines that exhibit luminous intensities less than the minimum value specified in Photometric Section within the first thirty-six (36) months from the date of acceptance shall be replaced or repaired.

installation of the sign face. The door is fastened to the housing on the bottom by a full length, .040" x 1 1/8" open stainless steel hinge. The door shall be held secure onto a 1" wide by 5/32" thick neoprene gasket by three (six total for two-way sign) quarter-turn fasteners to form a watertight seal between the door and the housing.

- 3. The sign face shall be constructed of .125" white translucent polycarbonate. The letters shall be 8" upper case and 6" lower case. The sign face legend background shall consist of 3M/Scotchlite Series 4090T or current equivalent 3M translucent DG³ white VIP (Visual Impact Performance) diamond grade sheeting (ATSM Type 9) and 3M/Scotchlite Series 1177 or current 3M equivalent transparent green acrylic EC (electronic cut-able) film applied to the front of the sign face. The legend shall be framed by a white polycarbonate border. A logo symbol and/or name of the community may be included with approval of the Engineer.
- 4. All surfaces of the sign shall be etched and primed in accordance to industry standards before receiving appropriate color coats of industrial enamel.
- 5. All fasteners and hardware shall be corrosion resistant stainless steel. No tools are required for routine maintenance.
- 6. All wiring shall be secured by insulated wire compression nuts.
- 7. A wire entrance junction box shall be supplied with the sign assembly. The box may be supplied mounted to the exterior or interior of the sign and provide a weather tight seal.
- 8. A photoelectric switch shall be mounted in the control cabinet to control lighting functions for day and night display. Each sign shall be individually fused.
- 9. Brackets and Mounting: LED internally-illuminated street name signs will be factory drilled to accommodate mast arm two-point support assembly mounting brackets.

#### (e) Electrical.

- 1. Photocell shall be rated 105-305V, turn on at 1.5 fcs. with a 3-5 second delay. A manufacturer's warranty of six (6) years shall be provided. Power consumption shall be no greater than 1 watt at 120V.
- 2. The LED Light Engine shall operate from a 60 +- 3 cycle AC line power over a voltage range of 80 to 135 Vac rms. Fluctuations in line voltage over the range of 80 to 135 Vac shall not affect luminous intensity by more than +- 10%.
- 3. Total harmonic distortion induced into the AC power line by the LED Light Engine, operated at a nominal operating voltage, and at a temperature of +25°C (+77°F), shall not exceed 20%.
- 4. The LED Light Engine shall cycled ON and OFF with a photocell as shown on the detail sheet and shall not exceed the following maximum power values:

4-Foot Sign	60 W
6-Foot Sign	90 W
8-Foot Sign	120 W

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# **TRAFFIC CONTROL PLAN (D1)**

Effective: August15, 2005 Revised: January 1, 2007

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special provisions, and any special details and Highway Standards contained herein and in the plans.

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.

Recurring Special Provision, the Special Provisions contained herein, and the following highway standards relating to traffic control:

#### Standards:

701001-02	701006-05	701011-04	701301-04	701306-03	701311-03
701316-03	701326-04	701901-03			

#### Details:

- a. Maintenance of Traffic French Road- MOT Typicals
- b. Maintenance of Traffic French Road- MOT Plans
- c. Traffic Control Device Details (Miscellaneous Construction Details and Traffic Control Standards)
- d. Traffic Control and Protection For Side Roads, Intersections, And Driveways (TC-10)
- e. District One Typical Pavement Markings (TC-13)
- f. Pavement Marking Letters And Symbols For Traffic Staging (TC-16)
- g. Arterial Road Information Sign (District 1) (TC-22)
- h. Driveway Entrance Signing (TC-26)

# Special Provisions:

- a. Changeable Message Sign, Special
- b. Temporary Information Signing
- c. Public Convenience and Safety (D-1)
- d. Maintenance of Roadways (D-1)
- e. Work Zone Traffic Control and Protection (SUPP. 701)
- f. Impact Attenuators (SUPP. 706)
- g. Work Zone Traffic Control Devices (SUPP. 1106)
- h. Temporary Portable Bridge Traffic Signals (Check Sheet 23)
- i. Work Zone Traffic Control Surveillance (LRS 3)
- j. Flaggers in Work Zones (Check Sheet LRS 4)
- k. Traffic Control Deficiency Deduction (BDE 80273)

# TRAFFIC CONTROL AND PROTECTION (ARTERIALS)

Effective: February 1, 1996 Revised: March 1, 2011

Specific traffic control plan details and Special Provisions have been prepared for this contract. This work shall include all labor, materials, transportation, handling and incidental work necessary to furnish, install, maintain and remove all traffic control devices required as indicated in the plans and as approved by the Engineer.

When traffic is to be directed over a detour route, the Contractor shall furnish, erect, maintain and remove all applicable traffic control devices along the detour route according to the details shown in the plans.

<u>Method of Measurement</u>: All traffic control (except Traffic Control and Protection (Expressways) and temporary pavement markings) indicated on the traffic control plan details and specified in the Special Provisions will be measured for payment on a lump sum basis.

<u>Basis of Payment</u>: All traffic control and protection will be paid for at the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

Temporary pavement markings will be paid for separately unless shown on a Standard.

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

Effective: August 1, 2012 Revised: February 1, 2014

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

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

Participation pursuant to IDOT's requirements by the Contractor or subcontractor in this Training Program Graduate (TPG) Special Provision entitles the Contractor or subcontractor to be reimbursed at \$15.00 per hour for training given a certified TPG on this contract. As approved by the Department, reimbursement will be made for training persons as specified herein. This reimbursement will be made even though the Contractor or subcontractor may receive additional training program funds from other sources for other trainees, provided such other source does not specifically prohibit the Contractor or subcontractor from receiving other reimbursement. For purposes of this Special Provision the Contractor is not relieved of requirements under applicable federal law, the Illinois Prevailing Wage Act, and is not eligible for other training fund reimbursements in addition to the Training Program Graduate (TPG) Special Provision reimbursement.

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

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

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

BASIS OF PAYMENT: This work will be paid for at the contract unit price of \$15.00 per hour for certified TRAINEES TRAINING PROGRAM GRADUATE. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

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

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

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

Training and upgrading of TPGs of IDOT pre-apprentice training programs is intended to move said TPGs toward journeyman status and is the primary objective of this Training Program Graduate Special Provision. Accordingly, the Contractor shall make every effort to enroll TPGs by recruitment through the IDOT funded TPG programs to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance and entitled to the Training Program Graduate Special Provision \$15.00 an hour incentive.

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

# **Certification of Metal Fabricator**

Effective: January 1, 2014

Add the following after the last paragraph of Article 106.08 of the Supplemental Specifications and Recurring Special Provisions:

"Fabricators with the old Simple Steel Bridges AISC certification that expires in July 2014 or before are considered to have Intermediate Bridges AISC certification for the purposes of this article.

Fabricators with the old Major Steel Bridges AISC certification that expires in July 2014 or before are considered to have Advanced Bridges AISC certification for the purposes of this article."



# **Storm Water Pollution Prevention Plan**

Route	F.A.U. 2331	Marked Rte.	C.H. 11 (French Road)
Section	08-00386-00-BR	Project No.	BROS-0089-149
County	Kane	Contract No.	63874

This plan has been prepared to comply with the provisions of the National Pollutant Discharge Elimination System (NPDES) Permit No. ILR10 (Permit ILR10), issued by the Illinois Environmental Protection Agency (IEPA) for storm water discharges from construction site activities.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Carl Schoedel, PE	
Print Name	Signature
County Engineer	10.3.13
Title	Date
Kane County Division of Transportation	

I. Site Description:

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

The French Road Bridge over Burlington Creek project is located in unincorpirated Kane County in Section 33 of Hampshire Township (T42N, R6E) between the Village of Hampshire and the Village of Burlington (42.075636N and 88.544608W). The bridge is located approximately 4,600 feet south of Illinois Route 72. The Hampshire South Forest Preserve is located on the east side of the project. A residence and agricultural land occupy the land to the west.

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

The purpose of the project is to replace the existing bridge over Burlington Creek with a new bridge because the existing bridge is structurally deficient.

This work consists of replacing the existing bridge with a new bridge. The proposed roadway improvements consist of raising the profile approximately six inches to meet hydraulic free board requirements, regrading the ditches to provide compensatory storage for the floodplain fill, and providing erosion control for the bridge abutments. All disturbed areas that are not being paved or covered with aggregate will be seeded with the appropriate vegetation.

The proposed soil erosion and sediment controls for this project include ditch checks, perimeter erosion barrier (sill fence), erosion control blanket, temporary inlet protection, turbidity barrier, streambank protection, and temporary and permanent seeding.

C. Provide the estimated duration of this project:

Agency

5 Months

D. The total area of the construction site is estimated to be 2.4 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 2.4 acres.

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

75

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

The following soils are mapped by the USDA within the project area:

149A - Brenton silt loam

152A - Drummer silty clay loam (hydric)

327C2 - Fox silt loam - Eroded

656C2 - Octagon silt laom - Eroded

663A - Clare silt loam

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

WBK identified 1.77 acres of wetlands and waters of the US within the proejct boundary. The identified resources include Burlington Creek and four areas of wetland fringe abutting the creek.

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

During construction activities, the areas with the greatest potential for erosion are the ditches, side slopes, and exposed abutments under the bridge. After construction, the bridge abutments will be covered with riprap to prevent erosion. The ditches and side slopes will be vegetated and covered with temporary erosions control blanket.

I. The following is a description of soil disturbing activities by stages, their locations, and their erosive factors (e.g. steepness of slopes, length of slopes, etc):

The ground will be disturbed for the entire length of the project due to the removal of current stabilization (vegetation and asphalt) to replace the bridge and roadway. During the staged replacement of the bridge, the abutments and channel will be shaped, then the stone protection will be placed. Turbidity barriers will be in place to prevent erosion of the bare banks and water quality impacts of the active construction. During the grading of the ditches, the bare soil will be protected by ditch checks prior to final stabilization. The potential for erosion in the ditches is high due to the length of slope. The embankments will be protected from erosion by vegetation and erosion control blankets. The slopes vary in steepness from 2:1 to 4:1. The embankment slopes are between 22 and 64 feet in length.

- J. See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, approximate slopes anticipated before and after major grading activities, locations where vehicles enter or exit the site and controls to prevent offsite sediment tracking (to be added after contractor identifies locations), areas of soil disturbance, the location of major structural and non-structural controls identified in the plan, the location of areas where stabilization practices are expected to occur, surface waters (including wetlands) and locations where storm water is discharged to surface water including wetlands.
- K. Identify who owns the drainage system (municipality or agency) this project will drain into:

Since the drainage system currently lies within the County Right of Way, KDOT is the agency responsible for the system.

L. The following is a list of receiving water(s) and the ultimate receiving water(s) for this site. The location of the receiving waters can be found on the erosion and sediment control plans:

Burlington Creek is the receiving waters of the project. Burlington Creek is tributary to Coon Creek which is tributary to the Kishwaukee River and then the Mississippi River, a Section 10 waterway.

M. Describe areas of the site that are to be protected or remain undisturbed. These areas may include steep slopes, highly erodible soils, streams, stream buffers, specimen trees, natural vegetation, nature preserves, etc.

Areas outside of the project area are to be protected by perimeted erosion barrier. Burlington Creek will require turbidity barriers to prevent work from flowing water and reduce the potential for erosion and water quality impacts. There are no additional areas to be preserved within the project limits.

N. The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:

		Thr His 303 Red silta	Isoland Riparian reatened and Endangered Species reatened Endangered Species reatened Endangered Species reatened Endangered Species reatened Endangered Endangered Species reatened Endangered Endangered Endangered Endanger
	1.	303	B(d) Listed receiving waters (fill out this section if checked above):
		a.	The name(s) of the listed water body, and identification of all pollutants causing impairment:
		b.	Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:
		C.	Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body:
		d.	Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:
	2.	ТМ	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	ing pollutants of concern will be associated with this construction project:
		Cor Cor Sol Pai Sol	Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids) ancrete
Con	trols:		

# 11.

 $\boxtimes$ 

Floodplain

This section of the plan addresses the controls that will be implemented for each of the major construction activities described in I.C. above and for all use areas, borrow sites, and waste sites. For each measure discussed, the Contractor will be responsible for its implementation as indicated. The Contractor shall provide to the Resident Engineer a plan for the implementation of the measures indicated. The Contractor, and subcontractors, will notify the Resident Engineer of any proposed changes, maintenance, or modifications to keep construction activities compliant with the Permit ILR10.

Printed 3/18/2013 Page 3 of 8 BDE 2342 (Rev. 1/28/2011) Each such Contractor has signed the required certification on forms which are attached to, and are a part of, this plan:

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

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

The following stabilization practices will be used for this project:

	Preservation of Mature Vegetation Vegetated Buffer Strips Protection of Trees Temporary Erosion Control Seeding Temporary Turf (Seeding, Class 7) Temporary Mulching Permanent Seeding	Erosion Control Blanket / Mulching Sodding Geotextiles Other (specify) Other (specify) Other (specify)
$\boxtimes$	Permanent Seeding	Other (specify)

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

Mature vegetation in areas that will not be disturbed will be preserved to provide additional protection from erosion and sediment deposition in Burlington Creek. Temporary erosion control seeding will be utilized if the project requires a prolonged, but temporary pause in work greater than 14 days.

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

Areas that are disturbed by construction and will not be paved will be stabilized with Permanent Seeding and Erosion Control Blanket.

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

The following structural practices will be used for this project:

Perimeter Erosion Barrier 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		Riprap Gabions Slope Mattress Retaining Walls Slope Walls Concrete Revetment Mats Level Spreaders Other (specify) Other (specify) Other (specify) Other (specify) Other (specify) Other (specify)
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Describe how the structural practices listed above will be utilized during construction:

Perimeter Erosion Barrier will be installed along the perimeter of the project area to prevent sediment from leaving the site. Temporary Ditch Checks will be placed in the ditches at the beginning of the project and may require adjusting during grading. The checks will remain in place until final stabilization has been achieved in the ditches. Storm Drain Inlet Protection will be utilized around the upstream end of culverts at field entrances or driveways. The protection will be in place from project initiation until final stabilization in the ditches has been achieved.

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

The Riprap will remain in place after construction to prevent erosion of the abutments.

- 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.
  - 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:

The roadside ditches will be vegetated to promote infiltration and filtration of stormwater runoff.

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:

In accordance with the current Kane County Stormwater Management Ordinance, Kane-DuPage Soil & Water Conservation District, and the US Army Corps of Engineers.

- 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.

Vegetative soil erosion measures - the vegetative growth of temporary and permanent seeding, vegetative filters, etc., shall be maintained periodically and supplied adequate watering and fertilizer. The vegetative cover shall be removed and reseeded as necessary.

Water treatment system and/or turbitity barriers will be cleaned and items replaced as recommended by the designer of the system. Sediment accumulation will be removed at a minimum when the height is equal to 50% of the height of the baffle or curtain.

Perimeter erosion barrier, ditch checks, and rolled excelsior logs will be examined regularly and repaired as necessary. Sediment shall be removed when it reaches a height equal to 50% of the height of the barrier.

Stabilized access road and stabilized construction entrances shall have sediment build up removed as necessary.

# IV Inspections:

Qualified personnel shall inspect disturbed areas of the construction site which have not yet been finally stabilized,

structural control measures, and locations where vehicles and equipment enter and exit the site using IDOT Storm Water Pollution Prevention Plan Erosion Control Inspection Report (BC 2259). Such inspections shall be conducted at least once every seven (7) calendar days and within twenty-four (24) hours of the end of a storm that is 0.5 inch or greater or equivalent snowfall.

If any violation of the provisions of this plan is identified during the conduct of the construction work covered by this plan, the Resident Engineer shall notify the appropriate IEPA Field Operations Section office by email at: <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 Springfield, Illinois 62794-9276

#### V. Failure to Comply:

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



# **Contractor Certification Statement**

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

Route	F.A.U. 2331	Marked Rte.	C.H. 11 (French Road)
Section	08-00386-00-BR	Project No.	BROS-0089-149
County	Kane	Contract No.	63874
Permit N I certify usessociate In additional required necessal  Con	diffication statement is a part of the SWPPP for the control of the Illinois Environmental Production of the Illinois Environmental Production of the Illinois Environmental Production of the Interest of the	otection Agency.  of the Permit No. ILI  te identified as part of  formation and requivate maintenance pro-	R 10 that authorizes the storm water discharges of this certification.  Trements stated in the SWPPP for the above cedures; and, I have provided all documentation
	Print Name		Signature
	Title	_	Date
	Name of Firm	<del> </del>	Telephone
	Street Address	_	City/State/ZIP
Items wh	nich this Contractor/subcontractor will be respons	sible for as required i	in Section II.5. of the SWPPP:



# Illinois Environmental Protection Agency

 1021 North Grand Avenue East P.O. Box 19276 • Springfield • Illinois • 62794-9276

# **Division of Water Pollution Control** Notice of Intent (NOI) for General Permit to Discharge Storm Water Associated with Construction Site Activities

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at the above address. For Office Use Only

					, .,		,
OWNER INFORMATION	The state of the same of the same				Per	rmit No. ILR	10
Company/Owner Name: Kane County	Division of Tran	sportation					·
Mailing Address: 41W011 Burlington	Road			F	hone: <u>630-</u>	584-1170	
City: St. Charles	State: IL	Zip: 601	75	F	ax: <u>630-58</u>	4-5265	
Contact Person: Dave Boesch		·	E-	mail: <u>boesc</u>	hdavid@co	.kane.il.us	
Owner Type (select one) County							
CONTRACTOR INFORMATION				MS4	4 Communit	y: 🗸 Yes	☐ No
Contractor Name:							
Mailing Address:					Phone:		
City:							
CONSTRUCTION SITE INFORMA	_	<u></u>			<u></u>		
Select One: X New Chan	ge of information	on for: ILR1	0				
Project Name: French Road at Burlin					ounty: <u>Ka</u>	ne	
Street Address: French Road		_ City: L	Inincorpoi	ated Kane	IL Zip	);	
Latitude: 42 04 32.29	Longitude:	88	32	40.59	33	42N	6E
(Deg) (Min) (Sec	)	(Deg)	(Min)	(Sec)	Section	Township	Range
Approximate Construction Start Date	Apr 1, 201	4 Aş	proximate	e Constructi	on End Date	e Oct 31	, 2014
Total size of construction site in acres	: 3.2				Fee Sch	edule for Cor	nstruction Sites:
If less than 1 acre, is the site part of a	larger common	plan of de	velopmen	t?	Less tha	n 5 acres - \$7	\$250
STORM WATER POLLUTION PRE las the SWPPP been submitted to the (Submit SWPPP electronically to: epa	Agency? .constilr10swppp(	@illinois.gov	, ,)	<b>√</b> Ye			
Location of SWPPP for viewing: Addre	ss: <u>Field Trailer</u>	at the Site	2		City		
SWPPP contact information:					Insp	ector qualific	ations:
Contact Name:					<del></del>		•
Phone:	Fax:			E-mail:			
Project inspector, if different from abov	e				Insp	ector qualific	ations:
Inspector's Name:							
	ax:			F-mail·			

Rev 5/10

IL 532 2104 WPC 623 disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42) and may also prevent this form from being processed and could result in your application being denied. This form has been approved by the Forms Management Center.

TYPE OF CONSTRUCTION (select one) Construction Type Reconstruction	rage 2 o
SIC Code:	
Type a detailed description of the project:	
This project involves the replacement of the existing bridge over Bur	lington Creek with new bridge including
improvements to the roadway approaches. The embankment will be	
area will be graded east of the creek and north of the roadway for co	
HISTORIC PRESERVATION AND ENDANGERED SPECIES	COMPLIANCE
Has the project been submitted to the following state agencies to sat Illinois law on:	
Historic Preservation Agency 💟 Yes 🔲 No	
Endangered Species	
RECEIVING WATER INFORMATION	
Does your storm water discharge directly to:  Waters of the Stat	e or Storm Sewer
Owner of storm sewer system:	
Name of closest receiving water body to which you discharge: Burl	ington Creek
Mail completed form to: Illinois Environmental Protection Agency Division of Water Pollution Control Attn: Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-0610 FAX: (217) 782-9891	
Or submit electronically to: epa.constilr10swppp@illinois.gov	
I certify under penalty of law that this document and all attachments in accordance with a system designed to assure that qualified persor submitted. Based on my inquiry of the person or persons who managfor gathering the information, the information submitted is, to the best complete. I am aware that there are significant penalties for submittin and imprisonment. In addition, I certify that the provisions of the permof a storm water pollution prevention plan and a monitoring program.	nnel properly gather and evaluate the information te this system, or those persons directly responsible t of my knowledge and belief, true, accurate, and tig false information, including the possibility of fine hit, including the development and implementation
Any person who knowingly makes a false, fictitious, or fraudulent mate commits a Class 4 felony. A second or subsequent offense after convident of the convidence of the convi	rial statement, orally or in writing, to the Illinois EPA ction is a Class 3 felony. (415 ILCS 5/44(h))
W/W	10.12.2013
Owner Signature:	Date:
CARL SCHOEDEL	COUNTY ENGINEER
Printed Name:	Title: V

# INSTRUCTIONS FOR COMPLETION OF CONSTRUCTION ACTIVITY NOTICE OF INTENT (NOI) FORM

Submit original, electronic or facsimile copies. Facsimile and/or electronic copies should be followed-up with submission of an original signature copy as soon as possible. Please write "copy" under the "For Office Use Only" box in the upper right hand corner of the first page.

This fillable form may be completed online, a copy saved locally, printed and signed before it is submitted to the Permit Section at:

Illinois Environmental Protection Agency Division of Water Pollution Control Permit Section Post Office Box 19276 Springfield, Illinois 62794-9276 or call (217) 782-9610 FAX: (217) 782-9891

Or submit electronically to: epa.constilr10swppp@illinois.gov

#### Reports must be typed or printed legibly and signed.

Any facility that is not presently covered by the General NPDES Permit for Storm Water Discharges From Construction Site Activities is considered a new facility.

If this is a change in your facility information, renewal, etc., please fill in your permit number on the appropriate line, changes of information or permit renewal notifications do not require a fee.

# NOTE: FACILITY LOCATION IS NOT NECESSARILY THE FACILITY MAILING ADDRESS, BUT SHOULD DESCRIBE WHERE THE FACILITY IS LOCATED.

Use the formats given in the following examples for correct form completion.

	Example	Format
Section Township Range	12 12N 12W	1 or 2 numerical digits 1 or 2 numerical digits followed by "N" or "S" 1 or 2 numerical digits followed by "E" or "W"

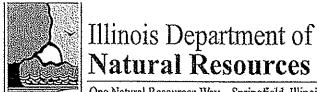
For the Name of Closest Receiving Waters, do not use terms such as ditch or channel. For unnamed tributaries, use terms which include at least a named main tributary such as "Unnamed Tributary to Sugar Creek to Sangamon River."

Submission of initial fee and an electronic submission of Storm Water Pollution Prevention Plan (SWPPP) for Initial Permit prior to the Notice of Intent being considered complete for coverage by the ILR10 General Permits. Please make checks payable to: Illinois EPA at the above address.

Construction sites with less than 5 acres of land disturbance - fee is \$250.

Construction sites with 5 or more acres of land disturbance - fee is \$750.

SWPPP should be submitted electronically to: epa.constilr10swppp@illinois.gov When submitting electronically, use Project Name and City as indicated on NOI form.



One Natural Resources Way Springfield, Illinois 62702-1271 http://dnr.state.il.us

Pat Quinn, Governor Marc Miller, Director

Office of Water Resources • 2050 West Stearns Road • Bartlett, Illinois 60103

October 25, 2011

RECEIVED

OCT 25 2011

Wille Burke Kolcoy Asocciates

John Witte Wills Burke Kelsey Associates 116 West Main Street, Suite 201 St. Charles, Illinois 60174

Dear Mr. Witte:

# French Road Bridge Replacement over Burlington Creek, Kane County

Thank you for your October 5, 2011 letter regarding the above-referenced project. The project site is located in the Northwest Quarter of Section 33, Township 42 North, Range 10 East of the Third Principal Meridian in Kane County.

Upon review we concur that the project site is located in a rural area. An Illinois Department of Natural Resources, Office of Water Resources permit is required as the drainage area of Burlington Creek exceeds 10 sq. mi. The subject bridge replacement may be automatically authorized by Statewide Permit No. 2 provided it is constructed in accordance with all the applicable special conditions of the statewide permit. Please notify our office in writing if you are unable to meet any of the applicable special conditions so that we can review the project for possible issuance of a formal permit.

The above determination does not exempt the project from meeting the requirements of any other local, state or federal agency. Information on regional permits, statewide permits and general permits can be found on our web site at <a href="http://dnr.state.il.us/owr">http://dnr.state.il.us/owr</a>.

If you have any questions regarding this letter, please contact Bruno Athmanathan of my staff at 847/608-3100 x-2025.

Sincerely,

Gary W. Jereb, P.E., Chief

Northeastern Illinois Regulatory Programs

GJ/BA:

cc: Kane County Development Department



RECEIVED

NOV 0 6 2013

BUREAU OF LOCAL

**ROADS & STREETS** 

November 6, 2013

Kimberly Kubiak U.S. Army Corps of Engineers 111 North Canal Street, Suite 600 Chicago, IL 60606

RE: Wetland Impact Permit - LRC-2010-00636

Verification of payment for wetland mitigation credits for

Kane County Division of Transportation

Dear Kimberly:

We do hereby verify that Kane County Division of Transportation has purchased 0.32 acres of wetland credits from the Blackberry Creek Headwaters Mitigation Bank to satisfy the wetland mitigation requirement related to the above-referenced wetland impact permit. This letter is your notice that all terms of the agreement between Kane County Division of Transportation and V3 Wetland Restoration, LLC have been satisfied. A copy of the signed Mitigation Bank Credit Sales Form is attached.

Very truly yours,

V3 WETLAND RESTORATION, LLC

Robin L. Petroelje

President

David C. Lambert

Secretary

cc: Carl Schoedel - Kane County Division of Transportation

Tom Slowinski - V3 Companies

# Mitigation Bank Credit Sales Form

ı.	Miligation Bank Name: Blackberry Creek Headwaters
2.	Mitigation Bank Phase (s) to be Debited (if applicable): Phase II
3.	Mitigation Bank Corps Permit Number: 200400088
4.	Names and Entity/Institution Purchasing Bank Credits: County of Kane
	a. Address: 41W011 Burlington Road, St. Charles, IL 60174
	b. Telephone: 630-584-1170 Fax: 630-584-5265
5.	Sales Credit Applied to US Army Corps of Engineers Permit Authorization:
	a. Permit Number: LRC-2010-00636
	b. Acreage Impacted: 0.16
	c. Credits Purchased in Acres: 0.32
6.	Sales Credit applied per Other Agency Requirement (if applicable)
	a. Agency Name:
	b. Telephone: Fax:
	c. Permit Number:
	d. Acreage Impacted: Isolated Y/N:
	e. Credits Purchased in Acres:
7.	Uncertified Credit Sale: Yes Certified Credit Sale: No
Sta	tement of Verification:
pay [ <b>N:</b> the Co:	e undersigned certifies and verifies under penalty of perjury pursuant to 29 U.S.C. § 1746 that ment for wetland mitigation credits has been received by V3 Wetland Restoration, LLC ame of Bank Company] as described above and requests that said credits be deducted from above named bank ledger (and phase, if appropriate) under the aforementioned U.S. Army rps of Engineers Permit Number.  NKER:  NKER:  11/6/13
TΕ	LEPHONE: 630-729-6148 FAX: 630-724-1211

# REPLY TO ATTENTION OF:

3

# **DEPARTMENT OF THE ARMY**

CHICAGO DISTRICT, CORPS OF ENGINEERS 231 SOUTH LA SALLE STREET CHICAGO, ILLINOIS 60604-1437

November 8, 2013

Technical Services Division Regulatory Branch LRC-2010-636

SUBJECT: Permit Authorization for Proposed Bridge Replacement at French Road over Burlington Creek, Located North of Lenschow Road and South of Shirewood Farm Road, Hampshire Township, Kane County, Illinois (W ½ of Section 33, T42N R6E)

Carl Schoedel Kane County Division of Transportation 41W011 Burlington Road St. Charles, Illinois 60175 RECEIVED

NOV 08 2013

BUREAU OF LOCAL ROADS & STREETS

Dear Mr. Schoedel:

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

This verification expires three (3) years from the date of this letter and covers only your activity as described in your notification and as shown on the plans titled "State of Illinois, Department of Transportation, Division of Highways, Plans for Proposed Federal Aid Highway, F.A.U. 2331 (French Road) over Burlington Creek, Section 08-00386-00-BR, Project Bros-0089(150) Bridge Removal and Replacement, Job No. C-91-270-09, Kane County" dated March 21, 2013, prepared by Wills Burke Kelsey Associates, Ltd. Caution must be taken to prevent construction materials and activities from impacting waters of the United States beyond the scope of this authorization. If you anticipate changing the design or location of the activity, you should contact this office to determine the need for further authorization.

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

The following special conditions are a requirement of your authorization:

1. You shall undertake and complete the project as described in the plans titled, "State of

Illinois, Department of Transportation, Division of Highways, Plans for Proposed Federal Aid Highway, F.A.U. 2331 (French Road) over Burlington Creek, Section 08-00386-00-BR, Project Bros-0089(150) Bridge Removal and Replacement, Job No. C-91-270-09, Kane County' dated March 21, 2013, prepared by Wills Burke Kelsey Associates, Ltd., including all relevant documentation to the project plans as proposed.

- 2. This authorization is contingent upon implementing and maintaining soil erosion and sediment controls in a serviceable condition throughout the duration of the project. You shall comply with the Kane/DuPage Soil and Water Conservation District's (SWCD) written and verbal recommendations regarding the soil erosion and sediment control (SESC) plan and the installation and maintenance requirements of the SESC practices on site.
  - a. You shall schedule a preconstruction meeting with the SWCD to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.
  - b. You shall notify the SWCD of any changes or modifications to the approved plan set. Field conditions during project construction may require the implementation of additional SESC measures. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.
  - c. Prior to commencement of any in-stream work, you shall submit constructions plans and a detailed narrative to the SWCD that disclose the contractor's preferred method of cofferdam and dewatering method. Work in the waterway shall NOT commence until the SWCD notifies you, in writing, that the plans have been approved.
- 3. You shall provide written notification to this office at least ten (10) days prior to the commencement of work indicating the start date and estimated end date of construction.
- 4. You are responsible for all work authorized herein and for ensuring that all contractors are aware of the terms and conditions of this authorization.
- 5. A copy of this authorization must be present at the project site during all phases of construction.
- 6. You shall notify this office of any proposed modifications to the project, including revisions to any of the plans or documents cited in this authorization. You must receive approval from this office before work affected by the proposed modification is performed.
- 7. You shall notify this office prior to the transfer of this authorization and liabilities associated with compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

This office is in receipt of a letter from the Blackberry Creek Headwaters Wetland

Mitigation Bank confirming your purchase of 0.32 uncertified mitigation credits.

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

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

Sincerely,

Keith L. Wozniak Chief, West Section

Keny lynnie

Regulatory Branch

Enclosure

Copy Furnished:

Kane/DuPage SWCD (Candice Jacobs)

KDOT (Mike Zakosek)

WBK (Natalie Paver)

Kane County Division of Environmental Management (Ken Anderson)

Kane County Development and Resource Management Department (Paul Schuch)



# PERMIT COMPLIANCE

# **CERTIFICATION**

Permit Number:	LRC-2010-636
remmi number.	LKC-2010-030

Permittee: Carl Schoedel

Kane County Division of Transportation

Date: November 8, 2013

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

PERMITTEE	DATE

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

U.S. Army Corps of Engineers Chicago District, Regulatory Branch 231 South LaSalle Street, Suite 1500 Chicago, Illinois 60604-1437

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

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



US Army Corps of Engineers® Chicago District

# GENERAL CONDITIONS APPLICABLE TO THE 2012 REGIONAL PERMIT PROGRAM

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

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

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

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

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

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

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

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

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

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

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing permit submittals, the District will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. Based on the information submitted and these efforts, the District shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties which the activity may have the potential to cause effects and so notified the District, the non-Federal applicant shall not begin the activity until notified by the District either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

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

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

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

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

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

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

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

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

North Cook SWCD 899 Jay Street Elgin, IL 60120 (847) 468-0071 www.northcookswcd.org McHenry-Lake County SWCD 1648 South Eastwood Dr. Woodstock, IL 60098 (815) 338-0099 ext.3 www.mchenryswcd.org

Lake County SMC 500 W. Winchester Rd, Suite 201 Libertyville, IL 60048 (847) 377-7700 www.lakecountyil.gov/stormwater

- 5. Total Maximum Daily Load For projects that include a discharge of pollutant(s) to waters for which there is an approved Total Maximum Daily Load (TMDL) allocation for any parameter, the applicant shall develop plans and BMPs that are consistent with the assumptions and requirements in the approved TMDL. The applicant must incorporate into their plans and BMPs any conditions applicable to their discharges necessary for consistency with the assumptions and requirements of the TMDL within any timeframes established in the TMDL. The applicant must carefully document the justifications for all BMPs and plans, and install, implement and maintain practices and BMPs that are consistent with all relevant TMDL allocations and with all relevant conditions in an implementation plan. Information regarding the TMDL program, including approved TMDL allocations, can be found at the following website: www.epa.state.il.us/water/tmdl/
- 6. <u>Floodplain</u> Discharges of dredged or fill material into waters of the United States within the 100-year floodplain (as defined by the Federal Emergency Management Agency) resulting in permanent above-grade fills shall be avoided and minimized to the maximum extent practicable. When such an above-grade fill would occur, the applicant may need to obtain approval from the Illinois

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

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

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

- 7. Navigation No activity may cause more than a minimal adverse effect on navigation. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
- 8. Proper Maintenance Any authorized structure or fill shall be properly maintained, including that necessary to ensure public safety.
- 9. <u>Aquatic Life Movements</u> No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including species that normally migrate through the area, unless the activity's primary purpose is to impound water.
- 10. Equipment Soil disturbance and compaction shall be minimized through the use of matting for heavy equipment, low ground pressure equipment, or other measures as approved by the District.
- 11. Wild and Scenic Rivers No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.
- 12. <u>Tribal Rights</u> No activity or its operation may impair reserved tribal rights, such as reserved water rights, treaty fishing and hunting rights.
- 13. <u>Water Supply Intakes</u> No discharge of dredged or fill material may occur in the proximity of a public water supply intake except where the discharge is for repair of the public water supply intake structures or adjacent bank stabilization.
- 14. Shellfish Production No discharge of dredged or fill material may occur in areas of concentrated shellfish production.
- 15. <u>Suitable Material</u> No discharge of dredged or fill material may consist of unsuitable material and material discharged shall be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). Unsuitable material includes trash, debris, car bodies, asphalt, and creosote treated wood.
- 16. Spawning Areas Discharges in spawning areas during spawning seasons shall be avoided to the maximum extent practicable.
- 17. Obstruction of High Flows Discharges shall not permanently restrict or impede the passage of normal or expected high flows. All crossings shall be culverted, bridged or otherwise designed to prevent the restriction of expected high water flows, and shall be designed so as not to impede low water flows or the movement of aquatic organisms.
- 18. <u>Impacts From Impoundments</u> If the discharge creates an impoundment of water, adverse impacts on aquatic resources caused by the accelerated passage of water and/or the restriction of its flow shall be avoided to the maximum extent practicable.
- 19. <u>Waterfowl Breeding Areas</u> Discharges into breeding areas for migratory waterfowl shall be avoided to the maximum extent practicable.
- 20. <u>Removal of Temporary Fills</u> Any temporary fill material shall be removed in its entirety and the affected area returned to its pre-existing condition.
- 21. <u>Mitigation</u> All appropriate and practicable steps must first be taken to avoid and minimize impacts to aquatic resources. For unavoidable impacts, compensatory mitigation is required to replace the loss of wetland, stream, and/or other aquatic resource functions (33 CFR 332). The proposed compensatory mitigation shall utilize a watershed approach and fully consider the ecological needs of the watershed. Where an appropriate watershed plan is available, mitigation site selection should consider recommendations in the plan. The applicant shall describe in detail how the mitigation site was chosen and will be developed, based on the specific

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

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

For all activities, notification shall include:

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

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

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

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

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

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

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



116 West Main Street, Suite 201 St. Charles, Illinois 60174 Phone: 630.443.7755 Fax: 630.443.0533 www.wbkengineering.com

#### **WILLS BURKE KELSEY ASSOCIATES**

August 16, 2013

Mr. Mike Zakosek, P.E. Kane County Division of Transportation 41W011 Burlington Road St Charles, IL. 60175

Subject: 12-0113 French

French Road over Burlington Creek

Sec. 08-00386-00-BR Proj. BROS-0089(150) Job No. C-91-270-09

Kane County Stormwater Report Submittal - Independent Review

Dear Mr. Zakosek:

Wills Burke Kelsey Associates, Ltd has prepared a Kane County Stormwater Management Application for the replacement of French Road Bridge over Burlington Creek in a report dated May 21, 2013. As part of WBK's Quality Assurance plan, I have performed an independent technical review of the stormwater permit application to verify that it meets the requirements of the latest edition of the Kane County Stormwater Ordinance.

I find the application meets the requirements of the Ordinance and recommend approval of the application.

Sincerely,

Kristine Meyer, P.E. Project Manager

istin Meye

Cc: File

## Kane – DuPage Soil & Water Conservation District



May 22, 2013

Natalie Paver Wills Burke Kelsey Associates, Ltd. 116 West Main Street, Suite 201 St. Charles, IL 60174

Corps Number: LRC 2010 00 363

KDSWCD File: 13e024

Approved Plan Set Dated: 5/22/2013

Dear Ms. Paver:

I received your revised soil erosion and sedimentation control plan submittal for the French Road over Burlington Creek project located in Hampshire, Illinois. Thank you for incorporating our comments into the plan, it will improve the quality of protection for the natural resources, both on and off site. This letter and a set of stamped plans located at the construction office on site, will serve to certify that the erosion and sediment control plans meet Technical Standards.

I will visit the site several times during the course of construction to assess compliance with the specifications and will be glad to address specific issues that may arise during the course of construction.

Sincerely,

Candice Jacobs, CPESC Resource Conservationist

Kane-DuPage Soil and Water Conservation District

ECC: Kim Kubiak, USACE

## Structure Geotechnical Report

**Bridge Replacement** 

French Road over Burlington Creek

Section 08-00386-00-BR

Kane County, Illinois

Wills Burke Kelsey Associates, Ltd.

# STRUCTURE GEOTECHNICAL REPORT BRIDGE REPLACEMENT FRENCH ROAD OVER BURLINGTON CREEK SECTION 08-00386-00-BR KANE COUNTY, ILLINOIS

PREPARED FOR:
WILLS BURKE KELSEY ASSOCIATES, LTD.
116 WEST MAIN STREET
ST. CHARLES, ILLINOIS 60174

PREPARED BY:
TESTING SERVICE CORPORATION
457 EAST GUNDERSEN DRIVE
CAROL STREAM, ILLINOIS 60188
(630) 653-3920

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II. APPENDIX

## STRUCTURE GEOTECHNICAL REPORT BRIDGE REPLACEMENT FRENCH ROAD OVER BURLINGTON CREEK SECTION 08-00386-00-BR KANE COUNTY, ILLINOIS

#### 1.0 INTRODUCTION

This report presents results of the subsurface investigation performed for the reconstruction of the French Road bridge over Burlington Creek in Kane County, Illinois. These geotechnical services have been provided in accordance with TSC Proposal No. 42,706B dated April 6, 2009.

The existing French Road bridge over Burlington Creek (Structure No. 045-0040) is located about 1 mile south of Illinois Route 72 in northwestern Kane County. The project site lies in the Northwest 1/4 of Section 33 of Hampshire Township (T 42 N, R 6 E), approximately 1 mile southwest of Hampshire city limits.

The existing structure consists of a one-span bridge which has a length of about 50 feet. The structure supports a two-lane pavement and shoulders and has a width of approximately 44 feet. The bridge has skewed abutments (15° skew angle). The existing bridge was originally built in 1969, with the bridge deck wearing surface being removed and replaced in 1981. The bridge is a single span P.P.C. deck beam superstructure with reinforced concrete closed abutments and timber piling supported footings.



The replacement bridge (Structure No.045-3072) will consist of a one-span structure with integral type abutments, having an overall length of 74'-0" back-to-back of abutments. The bridge deck will be slightly narrowed to 40'-0" (out to out) and include two 12' lanes and 8' shoulders. The new abutments are to be supported on piles.

Staged construction is planned for the bridge replacement, Stage I comprising demolition/construction of the approximate right/eastern half of the structure and Stage II of the left/western half. Pavement reconstruction is also planned for this project. The limits of the reconstruction will extend for a short distance north and south of the bridge. Streambank stabilization may also be required for an approximate 600' section of Burlington Creek which parallels the east side of French Road to the south of the bridge.

#### 2.0 SITE DESCRIPTION AND GEOLOGY

The project site is located in northwestern Kane County, approximately 1 mile southwest of Hampshire city limits. French Road crosses Burlington Creek approximately 1 mile south of Oak Knoll Drive (IL. Route 72). The existing roadway and bridge accommodate two lanes of traffic trending south to north. Approaches from both the south and north are located on relatively gently sloping embankments.

Geologically the project lies within post glacial lake deposits formed between terraces of the Burlington Moraine. The surficial soils are mapped as clay and silt deposits laminated with fine sand of the Equality Formation. Underlying the lake plain materials are till deposits of the Tiskilwa and Glasford Formations.

Uppermost soils across many portions of this area consist of wind-blown loess which has been weathered, decomposed and otherwise modified such that it presently consists of a silty clay of relatively high plasticity. Peat, organic clay and/or soft slopewash deposits may also be found in relatively low-lying areas associated with the moraine topography. Shale and dolostone bedrock of Ordovician age is expected to be overlain by about 150 feet of feet of overburden in the site vicinity.



Included in the Appendix is the Pedological Soil Map for the site as prepared by the Natural Resources Conservation Service. A review of this map indicates the areas along the immediate vicinity of the bridge over Burlington Creek is classified as the following soils.

#### 152A Drummer Silty Clay Loam, 0 to 2 percent slopes

The Natural Resources Conservation Service rates these soils to be Poor roadfill material with a "very limited" rating for local roads and streets due to frost action, low strength, and ponding tendencies.

There were no areas of organic "muck" type deposits within close proximity to the project.

#### 3.0 PRECIPITATION SUMMARY

The soil borings for this project were drilled in July 2010. Observations made of precipitation during the six months preceding our field work are summarized in the following table. These observations were obtained at the Marengo weather station located approximately 12 miles northwest of the project site.

Precipitation Data (in inches)								
Month	Total (inches)	Departure From 30yr Avg.						
February, 2010	1.29	-0.47						
March, 2010	2.42	-1.34						
April, 2010	3.71	-0.62						
May, 2010	4.10	+2.12						
June 2010	4.56	+2.38						
July, 2010	3.86	+2.67						

Based on the above data, it is anticipated that groundwater levels and soil moisture were probably above normal seasonal conditions due to higher than normal precipitation during the preceding 3 months prior to drilling.



#### 4.0 SUMMARY OF WORK PERFORMED

A structure boring was drilled for each bridge abutment (2 total), being located in the road as close as possible to the existing abutment. They were both extended to a depth of 80 feet below existing grade. In addition to the two structure borings (S-1 & S-2), our work for this study also included one streambed scour boring (SC-1) located as close as possible to the edge of the creek. The scour boring was extended to a depth of 20 feet. Also included were two (2) subgrade borings (B-1 & B-2) extending to a depth of 10 feet. These were located at approximately 300 feet behind the abutments, along the shoulder/edge of pavement of the approach roadway. Three (3) borings (B-3 thru B-5) were performed in connection with streambank stabilization, being 15 feet deep.

Two (2) pavement cores were also obtained in conjunction with the soil borings. The cores were taken on opposite sides of the bridge. Reference is made to the appended Location Plan showing the specific boring and core locations.

Four-inch diameter pavement cores (Cores 1 and 2) were obtained using an electric drill and core barrel containing diamond cutting bits. A sample of the subgrade soils (sand and gravel fill materials) was also obtained to a depth of 3 feet below the top of pavement at C-1 location by manually driving a split-spoon sampler. The pavement cores were examined by a materials technician in the laboratory. Detailed results are provided in the Appendix under "Pavement Core Results". It should be noted that a sample of the subgrade was not obtained at C-2 location due the presence of an obstruction (possible metal plate) within a couple of inches of the bottom of the pavement.

Drilling, sampling and testing procedures were performed in accordance with IDOT structure boring criteria. Soil sampling was performed in conjunction with the Standard Penetration Test (SPT), for which driving resistance to a 2" split-spoon sampler (in blows per 6" interval) provides an indication of the relative density of granular materials and consistency of cohesive soils. It should be noted that an automatic hammer which has a relatively high driving energy was used to obtain the SPT samples in all of the borings.

Soil samples were examined in the laboratory to verify field descriptions and to classify them in accordance with the AASHTO Classification System and the Illinois Department of Transportation

Textural Classification Chart. Laboratory testing included moisture content determinations for all cohesive and intermediate (silt or loamy) soil types. An estimate of unconfined compressive strength was obtained for all cohesive soils using a calibrated pocket penetrometer, with actual measurements of unconfined compressive strength being performed by Rimac methods.

For classification purposes and to verify field identifications, four (4) Atterberg limit tests and six (6) grain-size analyzes were performed on representative soil samples. Results of these tests are summarized in a separate table included in the Appendix.

Reference is made to the boring logs in the Appendix of this report which indicate subsurface stratigraphy and soil descriptions, results of field and laboratory tests, as well as water level observations. Soil Test Data sheets are attached giving results of laboratory testing, along with grain size distribution curves. Definitions of descriptive terminology are also enclosed. While strata changes are shown as a definite line on the boring logs, the actual transition between soil layers may be more gradual.

#### 5.0 DISCUSSION OF RESULTS

#### 5.1 Pavement Composition (Cores 1 & 2)

Cores 1 and 2 were taken just north and south of the north and south abutments of the existing bridge, respectively. Appended to this report is a detailed summary of Pavement Core Results.

Core 1 encountered three (3) bituminous surface courses totaling 7.7 inches in thickness, underlain by a 10.2 inch thick Portland Cement concrete course. The pavement was underlain by a sand fill that extended to the bottom of the core/boring at 3 feet below the top of pavement.

Core 2 encountered three (3) bituminous surface and bituminous sand mix courses totaling 6.5 inches total in thickness, underlain by a 14.4 inch thick Portland Cement concrete course. As previously mentioned, a sample of the subgrade was not obtained at C-2 location due the presence of an obstruction (possible metal plate) within a couple of inches of the bottom of the pavement.



#### 5.2 Structure Borings (S-1 & S-2)

Borings S-1 and S-2 were drilled at the approximate north and south abutment locations, respectively. They were located on existing asphalt pavement, revealing about 15 to 16 inches bituminous concrete. Sand and Clay fill materials were then encountered to approximately 3 feet below existing grade.

Relatively poor soil conditions were encountered below the above described surface materials to depths of about 13 to 16 feet below existing grade in both borings, consisting of strata of loose to very loose Sand and soft Clay Loam. The Sand soils exhibited SPT N values of 2 to 4 blows per foot (bpf), the Clay Loam deposits unconfined compressive strengths of 0.3 to 0.5 tons per square foot (tsf) at water contents of 18 to 24 percent.

Strata of predominantly of medium dense Sand and Sand and Gravel were then encountered in both borings, extending to depth of approximately 23 and 28 feet in Borings S-1 and S-2, respectively. The exceptions were 2½-foot thick layers of medium stiff Clay Loam and medium dense Sandy Loam that were encountered at a depth of about 18 feet in Borings S-1 and S-2, respectively. The Sand/Sand and Gravel materials had SPT N values ranging from 11 to 25 bpf.

The above described Sand/Sand and Gravel deposits were in turn underlain by stiff to very stiff Clay Loam and Loam in both borings, extending to depths of approximately 73 and 68 feet below existing grade in Borings S-1 and S-2, respectively. These low plasticity cohesive soils exhibited unconfined compressive strengths ranging from 1.9 to 3.5 tsf at water contents of 10 to 12 percent.

The stiff to very stiff Clay Loam and Loam deposits were underlain by strata of medium dense to very dense Sand and Gravel, Sand and Sandy Loam that extended to the bottom of the boreholes at 80 feet below existing grade. These deeper granular and intermediate soil types had SPT N values ranging from 16 to 56 bpf.

Free water was first encountered while drilling and sampling in both borings at a depth of 8 feet below existing grade (approximate Elevation 871). Upon completion of drilling operations, the water level had dropped by about 10 and 3 feet in S-1 and S-2, respectively.



#### 5.3 Scour Boring (SC-1)

Fill materials were encountered at the surface of Boring SC-1, extending to a depth of approximately 8 feet below existing grade. Except for the approximate upper 10 inches (topsoil), the fill consisted of Clay soils. The fill materials exhibited pocket penetrometer values of 1.0 to 1.25 tsf at water contents of 17 to 24 percent. The SPT N values were in the range of 6 to 8 bpf.

The fill materials were underlain by strata of soft to very soft Silty Loam and medium stiff Loam, extending to 15% feet in depth. Samples of these low to medium plasticity cohesive soils had unconfined compressive strengths / pocket penetrometer readings of 0.25 to 0.8 tsf at water contents of 19 to 31 percent. They were in turn underlain by strata of medium dense Sand (N = 12 bpf) and stiff to very stiff Clay Loam (Qu = 2.0 tsf) that extended to the bottom of the borehole at 20 feet below existing grade.

Free water was first encountered while drilling and sampling in the boring at a depth of 8 feet below existing grade (approximate Elevation 867). Upon completion of drilling operations, the water level had risen to a depth of 6 feet (approximate Elevation 869).

#### 5.4 Roadway Borings (B-1 & B-2)

As previously discussed, Borings B-1 and B-2 were located at approximately 300 feet behind the abutments, along the shoulder/edge of pavement of the approach roadway. A few inches of Crushed Stone, Sand and Gravel and Sandy Loam fill were found at the surface of the borings, underlain by approximately 2 to 3 feet of Clay Loam and Clay fill materials.

Soft to medium stiff Clay and Silty Clay deposits were found underlying the fill materials in the borings, extending to a depth of 5½ feet below existing grade. Samples of these medium plasticity cohesive soils exhibited pocket penetrometer values (estimate of unconfined compressive strength) of 0.5 to 1.0 tsf at water contents of 24 to 31 percent.

Native soils below the surficial fill materials otherwise consisted of very stiff Loam and Clay Loam, extending to the bottom of the borings at 10 feet below existing grade. Samples of these low plasticity



cohesive soils exhibited pocket penetrometer values of 2.0 to 2.5 tsf at water contents of 10 to 13 percent. Both borings remained dry during and upon completion of drilling operations.

#### 5.5 Streambank Borings (B-3 thru B-5)

Fill materials were encountered at the surface of Borings B-3 to B-5, located along the east side of French Road to the south of the existing bridge. They extended to a depth of 5½ feet below existing grade at B-3 and to a depth of about 3 feet at B-4 and B-5. The approximate upper 6 to 12 inches of fill in B-4 and B-5 consisted of black Silty Clay (Topsoil), the fill was otherwise comprised of Clay. Samples of this cohesive fill exhibited pocket penetrometer values of 0.75 to 2.0 tsf at water contents of 17 to 26 percent.

The fill materials were underlain by a soft Silty Clay deposit in B-3 that extended to a depth of about 8 feet below existing grade. A sample of this cohesive soil type had a pocket penetrometer value of 0.5 tsf at a water content of 30 percent. A soft Loam deposit (Qp = 0.5 tsf) was also found between depths of 5½ and 8 feet in B-4. The soft Loam deposit was encountered underlying a stiff native Silty Clay layer of medium to high plasticity. A sample of stiff Silty Clay deposit had a moderate pocket penetrometer value of 1.25 tsf at a relatively high water content of 29 percent.

Stiff to very stiff Loam and Clay Loam soils were otherwise encountered to a depth of 10½ feet below existing grade in B-3 and B-5 and to the bottom of B-4 at 15 feet below existing grade. These low plasticity cohesive soil types exhibited unconfined compressive strengths in the range of 1.2 to 3.1 tsf at water contents typically between 11 and 14 percent.

The above described stiff to very stiff Loam and Clay Loam were underlain by medium dense Sand Loam and relatively clean Sand in B-3 and B-5, extending to the bottom of them at 15 feet below existing grade. These intermediate and granular soil types had SPT N values ranging from 10 to 20 bpf.

Free water was first encountered while drilling and sampling in the borings at depths of 5 to 10 feet below existing grade. Upon completion of drilling operations, the water level had remained within 1



foot of initial levels being in the range of 4 to 10 feet below existing grade. These depths correlate to approximate Elevations 866 - 871.

#### 6.0 CONCLUSIONS AND RECOMMENDATIONS

#### 6.1 Seismic Considerations

The project site is located in northwestern Kane County, lying just outside/southwest of the limits of the Village of Hampshire. The Spectral Acceleration values are expressed as fraction of gravity based on 7 percent probability of exceedance in 75 years. In accordance with Appendix 3.15.A of the IDOT Bridge Manual and the LRFD Code, following is a summary of seismic information:

Seismic Performance Zone (SPZ): 1

Design Spectural Acceleration at 1.0 sec (So1): 0.084

Design Spectural Acceleration at 0.2 sec (Sps): 0.148

Soil Site Class: D

#### 6.2 Scour Potential

The bottom of the new abutments on the south and north sides of the creek are planned at Elevations 872.82 and 872.89, respectively. The bottom of the streambed is shown in the range of Elevations 867.0 to 869.0 on the proposed bridge elevation drawing. Boring SC-1 was drilled on the northwest side of the existing bridge, the ground surface at the boring being at Elevation 874.5.

Soft and very moist Silty Loam and Loam deposits were encountered in SC-1, extending to a depth of about 15½ feet (approximate Elevation 859.0). A medium dense Sand stratum was then encountered in the boring, extending to about 18 feet (approximate Elevation 856.5). The potential for scour may be significant for this bridge. It is understood that the abutments will be protected against scour with a blanket of rip-rap stone. Grain-size analyses were performed on two representative samples from Boring SC-1, with D50 particle sizes summarized in the following table.



Boring	Sample	Location	D50	Sail Classification	
	Depth (Ft)	Elevation	Particle Size	Soil Classification	
60.4	8.5 - 10.0	866.0 - 864.5	0.02 mm	Silty Loam A-6	
SC-1	15.5 - 18.0	675.0 - 672.5	1.2 mm	Sand A-1-b	

#### 6.3 Pile Foundations

The bridge abutments are to be supported by piles. Three (3) typical pile sections have been evaluated in connection with them (HP 12x53, HP 14x73 and 14" diameter MS). Nominal Required Bearing ( $R_N$ ), Factor Resistence Available ( $R_F$ ) and Estimated Pile Lengths are summarized in the following tables. They have been prepared in connection with Design Guide 3.10.1, LRFD Geotechnical Pile Design Procedure and AGMU Memo 10.2 (Geotechnical Pile Design).

Nominal Require Bridge Support Bearing (kips)		Factored Resistance Avallable* (kips)	Depth** (Feet)	Elevation	Estimated Pile Length*** (Feet)							
			14" Metal Shell									
	300	165	48	831	44							
	330	180	52	827	48							
	355	195	55	824	51							
	385	210	58	821	54							
North Abutment	410	225	62	817	58							
		HP 12x53										
(Boring S-1)	300	165	70	809	66							
	330	180	75	804	71							
(Bottom of	355	195	78	801	72							
Abutment Cap =	385	210	79	800	75							
Elev. 872.89)	410	225	81	798	77							
			HP 14x73									
	300	165	61	818	57							
	330	180	66	813	62							



Bridge Support	Nominal Required Bearing (kips)	Factored Resistance Available* (kips)	Depth** (Feet)	Elevation	Estimated Pile Length*** (Feet)									
	355	195	68	811	64									
	385	210	72	807	68									
	410	225	76	803	72									
		14" Metal Shell												
	300	165	34	845	30									
	330	180	38	841	34									
	355	195	41	838	37									
	385	210	44	835	40									
South Abutment	410	225	48	831	44									
	HP 12x53													
(Boring S-2)	300	165	67	812	63									
	330	180	74	805	70									
(Bottom of	355	195	76	803	72									
Abutment Cap =	385	210	77	802	73									
Elev. 872.82)	410	225	78	801	74									
			HP 14x73											
	300	165	58	821	54									
	330	180	64	815	60									
	355	195	67	812	63									
	385	210	70	809	66									
	410	225	75	804	71									

- Factored Resistance Available computed using a geotechnical resistance factor of 0.55 (AGMU Memo 10.2); no reduction taken for downdrag, scour or liquefaction.
- \*\* Depth below existing grade at the boring location.
- \*\*\* Estimated Pile Lengths include 2.0 foot embedment into the abutment cap.



The above estimated pile lengths are being provided for contract estimates. They were estimated using the Modified IDOT Static Method and the soil profiles revealed by the borings. The actual pile lengths should be determined during installation based on resistance to driving criteria. It is recommended that at least one test pile be driven at each abutment prior to ordering piles for production driving.

The driving equipment should be selected so that the piles can be driven to the required capacity (Nominal Required Bearing) at an adequate final penetration resistance and without inducing pile stresses that exceed allowable values. Once the driving equipment has been selected, a wave equation analysis may be performed to further evaluate pile driveability which is to ultimately be confirmed during the driving of test piles. Dynamic pile testing may also be performed during test pile driving operations to more accurately assess the capacity being achieved by the piles (nominal driven bearing) and to establish the driving criteria.

Regarding lateral load pile analysis, the following soil parameters are recommended in connection with the p-y method (L-Pile or COM624P computer programs).

Soil Parameters for Analysis of Piles under Lateral Loads

Elevation	Soil Type (p-y curve model)	Unit Weight (pci)	Su (psi)	Phi φ' (deg.)
	Boring S-1 (N. Abutme	ent)		
873 - 871	Sand (Reese)	0.067		30
871 - 866	Soft Clay	0.034	3.5	
866 - 861	Sand (Reese)	0.036		34
861 -858	Stiff Clay w/o Free Water	0.036	5.2	
858 - 856	Sand (Reese)	0.036		36
856 - 847	Stiff Clay w/o Free Water	0.041	13.9	***
847 - 806	Stiff Clay w/o Free Water	0.041	17.4	**
806 - 799	Sand (Reese)	0.041		38
	Boring S-2 (S. Abutmo	ent)		
873 - 871	Sand (Reese)	0.067		30
871 - 868	Sand (Reese)	0.031		28



Elevation	Soil Type (p-y curve model)	Unit Weight (pci)	Su (psi)	Phi φ' (deg.)
868 - 863	Soft Clay	0.034	3.5	
863 - 861	Sand (Reese)	0.036		34
861 - 858	Sand (Reese)	0.036		30
858 - 851	Sand (Reese)	0.036		36
851 - 811	Stiff Clay w/o Free Water	0.041	17.4	
811 - 801	Sand (Reese)	0.036		34
801 -799	Sand (Reese)	0.041		38

Su - Undrained Shear Strength in pounds per square inch (psi).

Phi  $\phi$ ' - Angle of Internal Friction (degrees).

#### 6.4 Temporary Sheet Piling

As previously discussed, staged construction is planned for the bridge replacement, Stage I comprising demolition/construction of the approximate right/eastern half of the structure and Stage II of the left/western half. Temporary sheet piling will be required to accomplish this. The maximum exposed wall height will be on the order of about 10 to 12 feet. The temporary sheet pile walls will likely be designed as cantilever type structures. Conventional earth pressure methods (Rankine or Coulomb) may therefore be used to calculate the lateral earth pressures. The following table summarizes soil parameters that may be utilized for the development of earth pressure diagrams. They were developed using the soil stratigraphy found in Borings S-1 (north abutment) and S-2 (south abutment).

O-II To	Elevation	Unit Weight	Shear Strength Parameters			
Soil Type	Range	(pcf) *	c (psf)	φ (degrees)		
	Borir	ng S-1 (N. Abutment)	)			
Loose Sand	878 - 871	115	0	30		
Soft Clay Loam	871 - 866	58	500	0		
Med,Dense Sand/Sand and Gravel	866 - 861	63	0	34		
Med, Stiff Clay Loam	861 -858	63	750	0		



	Elevation	Unit Weight	Shear Strength Parameters			
Soil Type	Range	(pcf) *	c (psf)	φ (degrees)		
Med. Dense Sand and Gravel	858 - 856	63	0	36		
Very Stiff - Stiff Clay Loam	856 - 840	70	2000	0		
	Borin	g S-2 (S. Abutmen	t)			
Loose Sand	878 - 871	115	0	30		
Very Loose Sand	871 - 868	53	0	28		
Soft Clay Loam	868 - 863	58	500	0		
Med. Dense Sand and Gravel	863 - 861	63	0	34		
Med. Dense Sandy Loam	861 - 858	63	0	30		
Med. Dense Sand and Gravel	858 - 851	63	0	36		
Very Stiff Loam	851 - 840	70	2500	0		

- c Cohesion Intercept in pounds per square foot (psf).
- δ Angle of Internal Friction (degrees).
- Moist and buoyant unit weights for soils above and below the water table, respectively (pcf).

#### 6.5 Subgrade Support Values for Pavement Design

The existing roadway for approximately 500' on each side of the bridge will be sightly widened to accommodate two 12' lanes and 8' shoulders. It is understood the new roadway pavement and shoulders will consist of hot-mix asphalt over an aggregate base course. The proposed roadway profile will basically match the existing profile. Uppermost subgrade soils primarily consisted of Clay, Clay Loam and Sandy Loam Fill. For preliminary design purposes, it is recommended that a mechanistic pavement design be based on a SSR rating of "Poor" for this project. For a Modified AASHTO type pavement design, a nominal IBR value of no greater than 3.0 is recommended.



#### 6.6 Topsoil Stripping

Normal topsoil stripping of all vegetation and root zone materials will be required for widening beyond existing shoulder areas along French Road, prior to placement of any Fill materials. While topsoil type materials were not specifically encountered, for estimation of contract quantities a nominal root zone stripping depth on the order of 6 inches is recommended.

#### 6.7 Guidelines for Subgrade Remediation

Once initial stripping operations have been completed, exposed subgrade soils should be tested with a Cone Penetrometer in accordance with the IDOT Subgrade Stability Manual to determine the remedial treatment depths. Observations of heavy construction vehicles on subgrade areas will help to delineate areas which have deficient strength.

All earthwork, new embankment construction and subgrade preparation should be in accordance with Division 200 and 300 of the IDOT Standard Specifications. Compaction for subgrade materials should be to at least 95 percent Standard Proctor density (AASHTO T-99). Remedial work for unstable subgrade should consist of discing, aerating, and recompacting exposed subgrade soils, as provided for in Art. 301.03 of the IDOT Standard Specifications. Depending upon grading requirements and specific site conditions, solutions to a persistent pumping problem may include use of geotextile stabilization fabric or geogrid product, removal of unstable soils and replacement with granular backfill, construction of trench drains or a combination thereof. Lime stabilization may be another feasible option which can achieve similar results and has the advantage of allowing work to proceed under adverse weather conditions.

The subgrade stability will be influenced by such factors as surface drainage provided by the contractor as well as the prevailing temperature and precipitation experienced during construction. The amount of trafficking and subgrade disturbance created by heavy construction vehicles will also have an influence on subgrade stability. The Contractor should try to make full use of inlets or ditches in order to maintain positive drainage for subgrade areas. Temporary drainage ditches or pumping from depressional areas should be provided as needed during construction in order to prevent ponded water from affecting the stability of the roadway.



Aggregate Fill may be required for bridging over weak subgrade soils which demonstrate persistent stability problems. Aggregate materials needed beneath the Aggregate Subgrade layer may consist of the IDOT Porous Granular Embankment-Subgrade (PGES). Please note that the PGES materials are to be placed beneath the aggregate base course and are to be used only as a bridging layer over soft, pumpy subgrade or for replacement of unsuitable soils. The use of geotextile fabric can help to reduce the depth of undercutting and aggregate Fill required.

The need for undercutting unstable subgrade and PGES replacement Fill should be based on direct observations made during construction once the subgrade soils are exposed and proof-rolling or cone penetrometer testing procedures can be conducted. Normal IDOT procedure requires cone penetrometer testing immediately prior to undercutting subgrade in order to document the need for the undercut and replacement Fill.

#### 6.8 Estimated Quantities for Stripping and Aggregate Fill

Summarized in the following table is the existing grade at the boring locations as well as the depth of cut to proposed subgrade elevation, measured from the existing grade at each boring to the approximate subgrade elevation (estimated at about 2 feet below top of pavement, including 12 inches Aggregate Subgrade). The soil condition at the subgrade level at each boring location is also identified, as well as the estimated quantity of undercut/PGES materials.

Estimated Quantities for Undercutting and Porous Granular Embankment - Subgrade (PGES) Replacement Fill

Boring No.	Location	Existing Grade	<b>1</b>		Soil Conditions at Subgrade Level
		,	French Road		
B-1	Station 23+28	879.6	C 2.0	12"	Fill - Clay Loam, very moist Qu = 0.5 tsf WC = 15%
B-2	Station 16+79	698.9	C 2.0	12"	Soft Loam/Silty Loam, very moist Qu = 0.5 tsf WC = 26%

<sup>\*</sup> Cut (C) measured from existing grade at the boring to proposed road subgrade elevation; rounded to the nearest 0.5 foot.

The need for undercutting unstable subgrade and PGES replacement Fill should be based on direct observations made during construction once the subgrade soils are exposed and proof-rolling or cone penetrometer testing procedures can be conducted. All quantities of PGES materials not required during construction should be deleted from the construction costs. Normal IDOT procedure requires cone penetrometer testing immediately prior to undercutting subgrade in order to document the need for the undercut and replacement Fill.

#### 6.9 Underdrain Placement

Underdrains are not specifically recommended for the reconstruction/widening of French Road. However, consideration should also be given to the installation of longitudinal underdrains within areas of pavement widening in order to properly drain the Aggregate Base Course. They should consist of longitudinal underdrains which are placed at the outside edges of the proposed roadway, extending 50 to 100-foot in both directions of outlets. Underdrains should also be placed at the low points of undercuts replaced with PGES as determined in the field. All underdrains should outlet into ditches or storm sewers in such a manner as to allow positive drainage and should be installed to a depth of at least 30 inches below pavement grade. It is recommended that the underdrains have a minimum of 4 inch diameter and backfilled using FA-1 or FA-2. Check Sheet 19 of the IDOT Recurring Special Provisions is generally regarded as the most effective procedure for underdrain installation.

#### 6.10 Streambank Stabilization

Borings B-3 to B-5 were performed in connection with a potential streambank stabilization for an approximate 600' section of Burlington Creek which parallels the east side of French Road to the south of the bridge. They were extended to 15 feet below existing grade. Based on a typical cross section provided by Wills Burke Kelsey Associates, the existing roadway side slopes are on the order of 1V:4H. To accommodate the new shoulder, grade is to be slightly raised in the shoulder area (existing slope) and the side slope next to it increased to 1V:3H.

The borings revealed the presence of cohesive soils to a depth of at least 10½ feet below existing grade (approximate Elevation 865). The borings also revealed a water table in the range of approximate Elevations 866 to 871. As previously discussed, the bottom of the streambed is in the



range of Elevations 867 to 869 at the bridge location. Based on the soil and groundwater conditions revealed by the borings and proposed cross section, a special stabilization procedure is not considered necessary. In this regard, it is estimated that the bank will have an adequate factor of safety against slope failure, i.e. in excess of 1.3. However, some type of protection against erosion should be provided such as slope vegetation or other appropriate erosion control method.

#### 7.0 CLOSURE

The analysis and recommendations submitted in this report are based upon the data obtained from the eight (8) soil borings and two (2) pavement cores performed at the locations indicated on the Boring Location Plan. This report does not reflect any variations which may occur between these borings or elsewhere on the site, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

We are available to review this report with you at your convenience.

Alfredo J. Bermudez, P.E. Senior Geotechnical Engineer

Registered Professional Engineer

Illinois No. 062-046608

Michael V. Machalinski, P.E.

Vice President



## **GENERAL CONDITIONS**

#### **Geotechnical and Construction Services**

#### **TESTING SERVICE CORPORATION**

- 1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC, Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.
- 2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.
- 3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the sile and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and profit.
- 4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this agreement.
- 5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C.§ 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and identified by TSC, TSC's sole duty shall be to notify Client.
- 6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel will verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance

with its contract, "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

- 7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sbty (60) days after submission of TSC's report.
- 8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written netice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.
- 9. PAYMENT: Client shall be involced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.
- 10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

- 11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and pald for by Client.
- 12. SUBPOENAS: TSC's employees shall not be retained as expert wilnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.
- 13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC waives any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to Indemnify any party beyond its own negligence These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

REV 02/08

### **APPENDIX**

PEDOLOGICAL SOIL MAP

SOIL TEST DATA

SOIL TEST DATA SHEETS

PAVEMENT CORE RESULTS

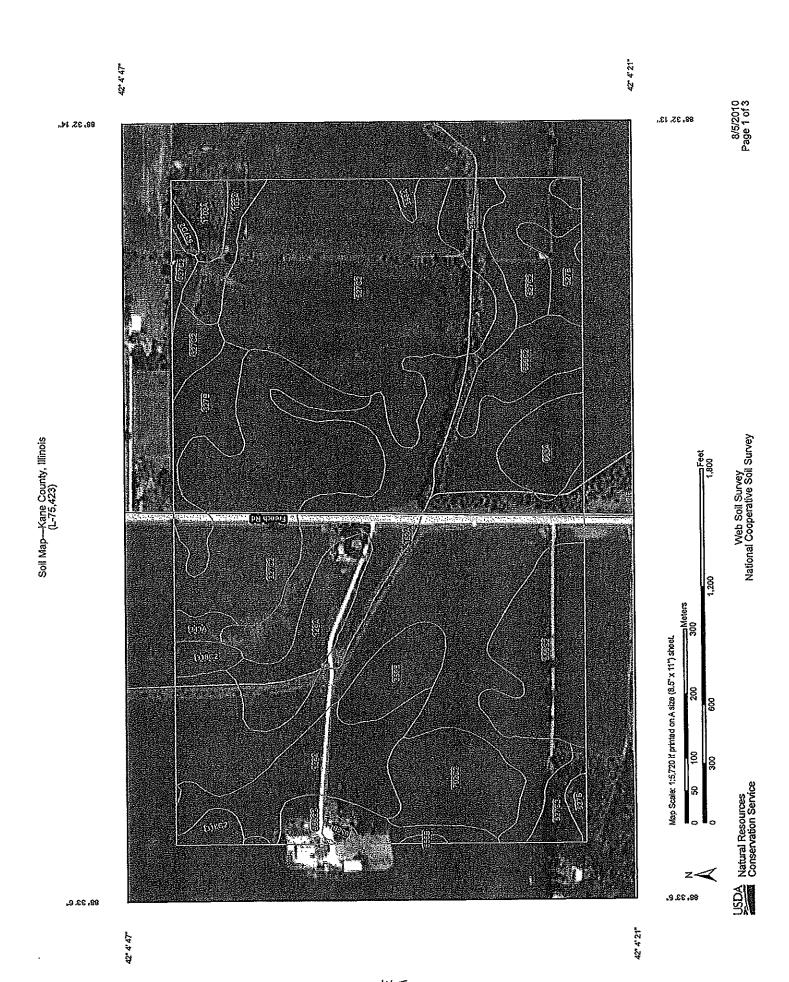
IDH TEXTURAL CLASSIFICATION CHART

AASHTO SOIL CLASSIFICATION SYSTEM

LEGEND FOR BORING LOGS

BORING LOGS

BORING LOCATION PLAN



MAP LEGEND

cale: 1:5,720 if printed on A size (8.5" × 11") sheet.

MAP INFORMATION

Map Scale: 1:5,720 if printed on A size (8.5" × 11") sheet.	The soil surveys that comprise your AOI were mapped at 1:12,000.	Please rely on the bar scale on each map sheet for accurate map measurements.	Source of Map: Natural Resources Conservation Service	Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov Coordinate System: UTM Zone 16N NAD83	This data as the USDAACS. Letter as the USDAACS	the version date(s) listed below.	Soil Survey Area: Kane County, Illinois	Survey Area Data: Version 5, Feb 12, 2010	Date(s) aerial images were photographed: 7/21/2007	The orthophoto or other base map on which the soil lines were	compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting	of map unit boundaries may be evident.				
Very Stony Spot	Wet Spot	♣ Other Special Line Features	Gully .	Short Steep Slope	Other	eatures	Citles	tures	Oceans	Streams and Canals	ation	Rails	Interstate Highways	US Routes	Major Roads	Local Roads
8		Special	٢) 3 <u>:</u>		が	Political Features	0	Water Features		{	Transportation	#	<b>}</b>	<b>\</b>		
Area of Interest (AOI)	Area of Interest (AOI)	Soil Map Units				Clay Spot	Closed Depression	Gravel Pit	Gravelly Spot	Landfill	Lava Flow	Marsh or swamp	Mine or Quarry	Miscellaneous Water	Perennial Water	Rock Outcrop
Area of		Sign []	Speci	Э <b>I</b>	<b>X</b> ]	*	*	X	*	<b>(3)</b>	¥	4	K	0	•	>

Severely Eroded Spot

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Saline Spot Sandy Spot Slide or Slip

Sinkhole

٥ ٨ Sodic Spot

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Stony Spot Spoil Area

## Map Unit Legend

	Kane County, Illinois (I	L089)	
Map Unit Symbol	Map Unit Name	Acres In AOI	Percent of AOI
103A	Houghton muck, 0 to 2 percent slopes	2.3	1.4%
149A	Brenton silt loam, 0 to 2 percent slopes	14.7	9.0%
152A	Drummer silty clay loam, 0 to 2 percent slopes	44.1	26.9%
318C2	Lorenzo loam, 4 to 6 percent slopes, eroded	2.2	1.4%
327B	Fox silt loam, 2 to 4 percent slopes	4.7	2.9%
327C2	Fox silt loam, 4 to 6 percent slopes, eroded	20,2	12.3%
343A	Kane silt loam, 0 to 2 percent slopes	0.9	0,5%
356A	Elpaso silty clay loam, 0 to 2 percent slopes	4.0	2.4%
369B	Waupecan silt loam, 2 to 4 percent slopes	3.8	2.3%
527B	Kidami silt loam, 2 to 4 percent slopes	2.7	1.6%
527C2	Kidami loam, 4 to 6 percent slopes, eroded	34.5	21.0%
527D2	Kidami loam, 6 to 12 percent slopes, eroded	0.5	0.3%
658B	Octagon silt loam, 2 to 4 percent slopes	0.6	0.4%
656C2	Octagon silt Ioam, 4 to 6 percent slopes, eroded	16,4	10.0%
663A	Clare silt loam, 0 to 2 percent slopes	3.9	2.4%
792C2	Bowes silt loam, 4 to 6 percent slopes, eroded	6.7	4.1%
1103A	Houghton muck, undrained, 0 to 2 percent slopes	1.9	1.2%
Totals for Area of Interes	Totals for Area of Interest		100.0%

#### TESTING SERVICE CORPORATION 457 East Gundersen Drive Carol Stream, Illinois

CLIENT:

Wills Burke Kelsey Associates, Ltd. 116 West Main Street

St. Charles, Illinois 60174

French Road over Burlington Creek Bridge Replacement Kane County, Illinois PROJECT:

TSC Job No. L - 75,423 August 13, 2010

### **SOIL TEST DATA**

LOCATION:	Sta. 20+40, 14.5'LT	Sta. 19+69, 15.3'RT	Sla: 20+51, 38.2\.T	Sta. 20+51, 38.2 LT
BORING NUMBER	S-1	S-2	SC-1	SC-1
SAMPLE NUMBER	14	3	4	7
DEPTH IN FEET	38½ - 40	6 - 7½	- 8½ - 10	16 - 171/2
AASHTO SOIL CLASSIFICATION	A-6	A-1-b	A-6	A-1-b
UNIFIED SOIL CLASSIFICATION	CL	SP	CL	SW
ILLINOIS TEXTURAL CLASSIFICATION	LOAM	SAND	SILTY LOAM	SAND
GRADATION - PASSING 1½ * SIEVE %	100	100	100	100
GRADATION - PASSING 1" SIEVE %	100	100	100	100
GRADATION - PASSING 3/4" SIEVE %	91	100	100	100
GRADATION - PASSING 3/8" SIEVE %	90	100	100	95
GRADATION - PASSING #4 SIEVE %	87	100	100	87
GRADATION - PASSING # 10 SIEVE %	85	84	100	65
GRADATION - PASSING # 40 SIEVE %	76	32	100	26
GRADATION - PASSING # 100 SIEVE %	62	5	97	12
GRADATION - PASSING # 200 SIEVE %	53	2	91	5
GRAVEL %	13	0	0	13
SAND %	34	98	9	82
SILT %	36	2% Fines	73	5% Fines
CLAY % (<0.002 MM)	17		18	
LIQUID LIMIT %	22		34	
PLASTIC LIMIT %	10		17	
PLASTICITY INDEX %	12		17	
NATURAL MOISTURE CONTENT %	10.5		30.8	
LIQUIDITY INDEX	0.04		0.81	
ORGANIC L-O-I %				
CONTENT WET COMBUSTION %				

#### **TESTING SERVICE CORPORATION** 457 East Gundersen Drive Carol Stream, Illinois

CLIENT:

Wills Burke Kelsey Associates, Ltd.

116 West Main Street St. Charles, Illinois 60174

TSC Job No. L - 75,423 August 13, 2010

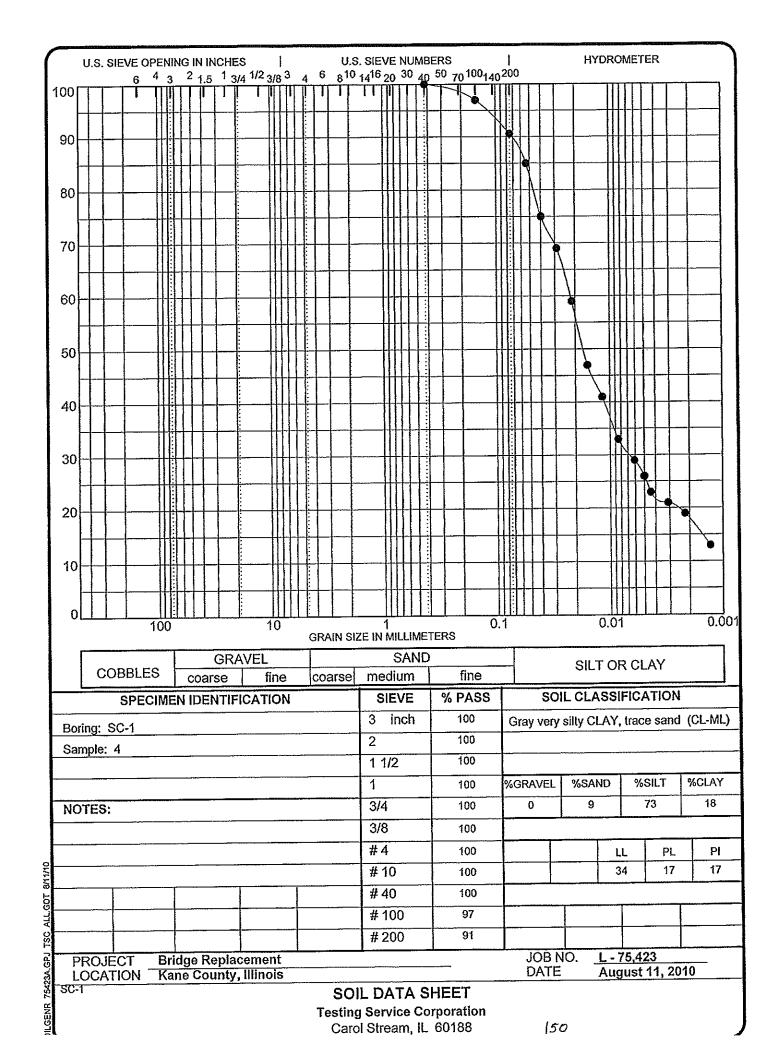
PROJECT:

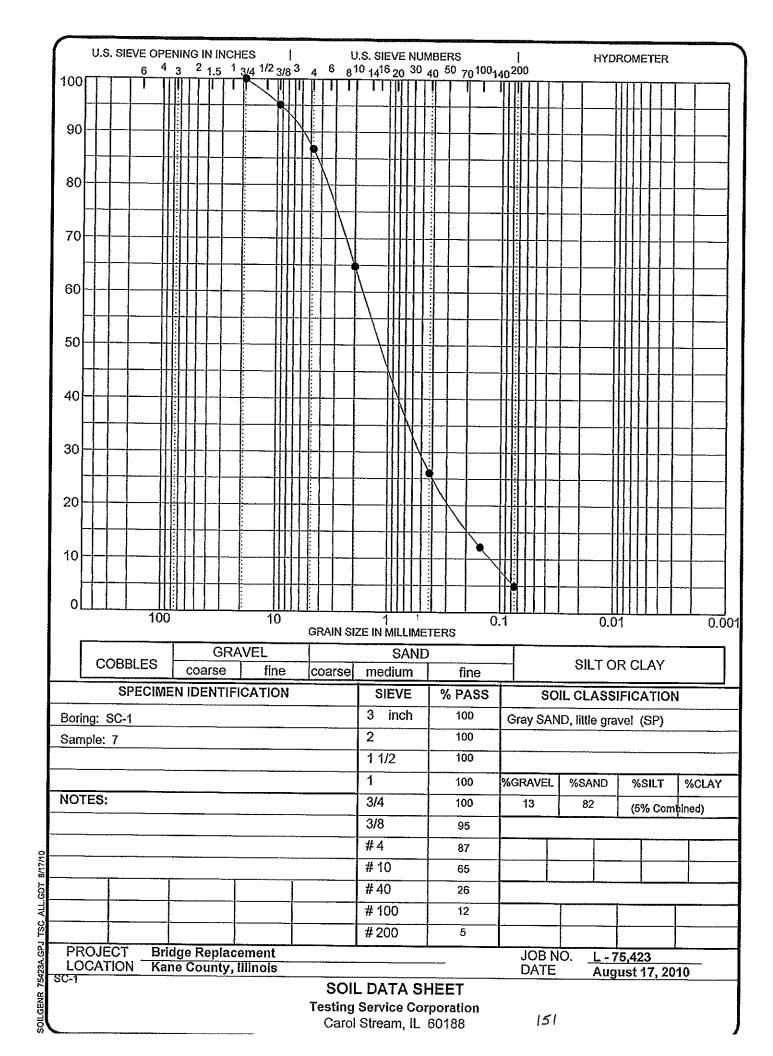
French Road over Burlington Creek Bridge Replacement

Kane County, Illinois

#### **SOIL TEST DATA**

LOCATION		Sta. 23+28, 13:7'RT	Sta. 16+79, 13.2 LT	
BORING NUMBER		B-1	B-2	 
SAMPLE NUMBER		3	2	
DEPTH IN FEET		3½ - 5	2 - 31/4	
AASHTO SOIL C	LASSIFICATION	A-7-6 (47)	A-6	
UNIFIED SOIL CI	ASSIFICATION	СН	CL	-
ILLINOIS TEXTU	RAL CLASSIFICATION	SILTY CLAY	LOAM/SILTY LOAM	
GRADATION - PASSING 11/2 " SIEVE %		100	100	
GRADATION - PASSING 1* SIEVE %		100	100	
GRADATION - PASSING 3/4" SIEVE %		100	100	
GRADATION - PASSING 3/8" SIEVE %		100	100	
GRADATION - PASSING #4 SIEVE %		100	97	
GRADATION - PA	GRADATION - PASSING # 10 SIEVE %		96	
GRADATION - PASSING #40 SIEVE %		99	89	
GRADATION - PASSING # 100 SIEVE %		97	72	
GRADATION - PA	GRADATION - PASSING # 200 SIEVE %		67	
GRAVEL %	GRAVEL %		3	
SAND %		5	30	
SILT %		58	50	
CLAY % (<0.002 MM)		37	17	
LIQUID LIMIT %		66	36	
PLASTIC LIMIT %		22	16	
PLASTICITY INDEX %		44	20	
NATURAL MOISTURE CONTENT %		31.3	26.3	
LIQUIDITY INDEX		0.21	0.52	 
ORGANIC	L-O-1%			
CONTENT	WET COMBUSTION %			





(Each component of pavement section listed from top down.)

#### CORE 1 French Road - Sta. 20+51, 8.4' RT

3.0" Surface Course (not bonded to underlying lift)

2.8" Surface Course

1.9" Surface Course (not bonded to underlying lift)

10.2" Portland Cement Concrete Course (5/16" steel mesh 9" below top of PCC)
17.9" Total Pavement Thickness

1.5' - 3.0': Fill - Brown Sand, trace gravel, damp A-1-b

#### CORE 2 French Road - Sta. 19+70, 10.2' LT

1.5" Surface Course

2.8" Surface Course

0.9" Surface Course

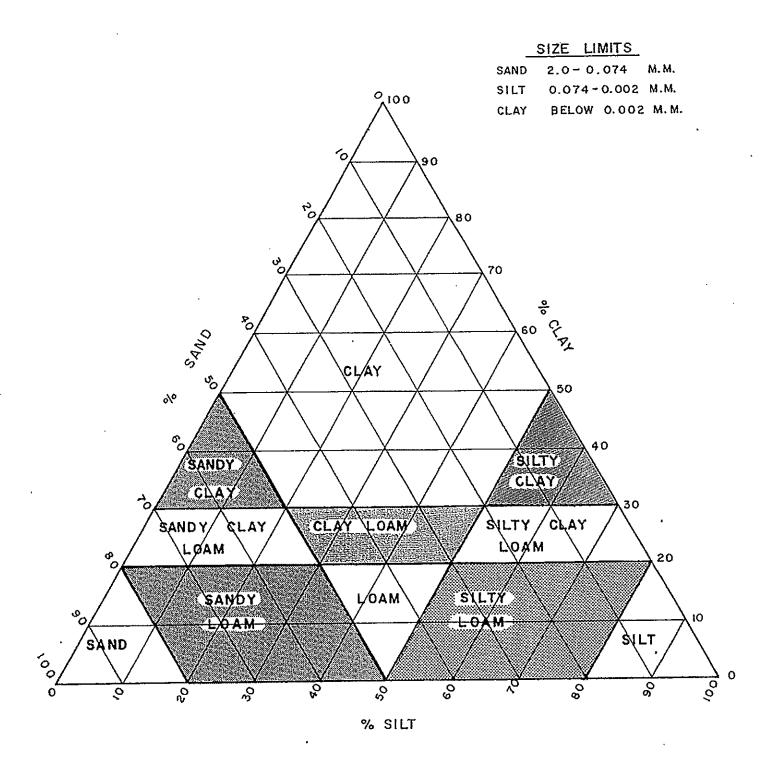
1.3" Bituminous Sand Mix Course (not bonded to underlying lift)

14.4" Portland Cement Concrete Course

20.9" Total Pavement Thickness

## TESTING SERVICE CORPORATION

## I DH TEXTURAL CLASSIFICATION CHART

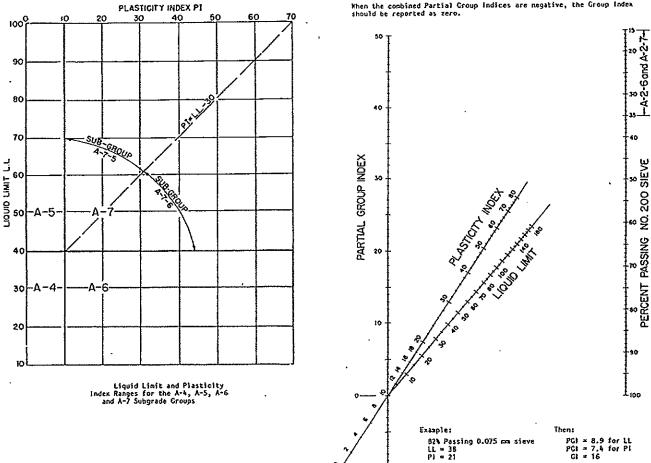


## TESTING SERVICE CORPORATION AASHTO CLASSIFICATION CHART

Group index (GI) =  $\{F-35\}\{0.2+0.005 \{LL-40\}\}+0.0\}\{F-15\}\{PI-10\}$  where F=3 Passing 0.075 ma sieve, LL = Liquid Limit, and PI = Plasticity Index

When morking with A-2-6 and A-2-7 subgroups the Partial Group index  $\{PG\}$  is determined from the PI only.

When the combined Partial Group Indices are negative, the Group Index should be reported as zero.



#### AASHTO SOIL CLASSIFICATION SYSTEM

General Classification			Gri (35% or		Silt-Clay Materials (more than 35% passing No. 200)						
		-1			A-	2				•	A-7-5,
Group Classification	A-1-4	A-I-b	A-3	A-2-4	A-2-5	A-2-6	A-2-7	AA	A-5	A-6	A-7-6
Sieve analysis, % passing: No. 10 No. 40 No. 200	50 max 30 max 15 max	50 max 25 max	51 min 10 max	35 max	35 max	35 max	35 max	36 min	36 min	36 min	36 min
Characteristics of frac- tion passing No. 40: Liquid limit Plasticity index	 6 max		N.P.	40 max 10 max	41 min 10 max	40 max 11 min	41 min 11 min	40 max 10 max	41 min 10 max		
Usual types of signifi- cant constituent ma- terials	)	Stone fragments, Fine gravel and sand		Silty	or clayey ş	ayey gravel and sand Silty soils			Claye	Clayey soils	
General rating as sub- grade		Exc	cellent to g	good				Fair t	o poor		

<sup>†</sup> Plasticity index of A-7-5 subgroup is equal to or less than LL minus 30. Plasticity index of A-7-6 subgroup is greater than LL minus 30.

#### **TESTING SERVICE CORPORATION**

LEGEND FOR BORING LOGS (FPS Units)

#### **SAMPLE TYPE:**

All soil samples were taken in accordance with the Standard Penetration Test, for which driving resistance to a 2-inch split-spoon sampler provides an indication of the relative density of granular materials and consistency of cohesive soils.

#### FIELD AND LABORATORY TEST DATA:

N = Standard Penetration Resistance in Blows per 6 inch interval.

W = In-Situ Water Content in percent

Qu = Unconfined Compressive Strength in tons per square foot (tsf).

P = Hand Penetrometer Measurement; Max. Reading = 4.5 tsf

B = Bulge failure using modified Rimac spring tester

S = Shear failure using modified Rimac spring tester

#### **SOIL DESCRIPTION:**

CONSISTENCY

<u>MATERIAL</u>	PARTICLE SIZE RANGE
BOULDER	Over 12 inch
COBBLE	12 - 3 inch
Coarse GRAVEL	3 - ¾ inch
Small GRAVEL	¾ inch to No. 10 Sieve
Coarse SAND	No. 10 Sieve to No. 40 Sieve
Fine SAND	No. 40 Sieve to No. 200 Sieve
SILT and CLAY	Passing No. 200 Sieve

#### **COHESIVE SOILS**

Qu (tsf)

COHESIONLESS	S SOILS
RELATIVE DENSITY	<u> </u>
Very Loose	0 - 4
1	4 40

Very Soft	Less than 0.3	Very Loose	0 - 4
Soft	0.3 to 0.6	Loose	4 - 10
Medium Stiff	0.6 to 1.0	Medium Dense	10 - 30
Stiff	1.0 to 2.0	Dense	30 - 50
Very Stiff	2.0 to 4.0	Very Dense	50 and over
Hard	4.0 and over	•	

MODIFYING TERM	PERCENT BY WEIGHT
Trace	1 - 10
Little	10 - 20
Some	20 - 35

Page 1 of 2 STRUCTURE BORING LOG 7/30/10 Date Started \_ 7/30/10 Date Completed \_ ROUTE FAU 2331 DESCRIPTION French Road Bridge Over Burlington Creek SECT. 08-00386-00-BR STRUCT. NO. <u>045-0040</u> DRILLED BY TSC L-75,423 COUNTY Kane W. End North Abutment LOCATION 33NW , TWP. <u>42N</u> , RNG. <u>6E</u> D Boring No. \_ В Surface Water Elev. D В 20+40 Ε Groundwater Elev .: Station \_\_ L Ε L 14.50ft LT Offset \_\_\_ P when drilling 871.2 0 Ρ 0 T 861.2 W W Qu at Completion T W Qu W \_879.16 ft Surface Elev. tsf % after \_\_\_\_\_ Hrs. % tsf 16" Bituminous Concrete Very stiff to stiff 877.86 brownish-gray CLAY LOAM, 4 4 8 B 1.9 FILL - Brown SAND, little trace gravel, moist A-6 11.9 gravel, damp A-1-b 876.66 Loose brown fine to medium SAND, trace gravel, moist A-3 B 1.9 8 10 11 11.7 2 1 2 847.16 Very stiff brownish-gray LOÁM, trace gravel, moist 871.16 Soft brown and gray CLAY A-4/A-6 LOAM, trace gravel, trace B 0.5 24.2 10 11 organic, very moist A-6 9.9 0.3 23.7 866,16 Medium dense gray SAND and GRAVEL, saturated 2 4 7 B 2.6 A-1-b 10.5 863,66 Medium dense gray fine to medium SAND, trace gravel, 4 6 9 saturated A-3 861.16 Medium stiff gray CLAY LOAM, trace gravel, very B 2.1 4 6 8 0.75 23.1 10 13 moist A-6 10.8 858.66 Medium dense gray SAND and GRAVEL, saturated 10 10 15 A-1-b 856.16 Very stiff to stiff brownish-gray CLAY LOAM, 9 10 13 12 12 2.4 trace gravel, moist A-6 12.2 2.411.3 156

5 SPT. (N) = Sum of last two blow values in sample. (Qu) B=Bulge S=Shear P=Penetration Test

#### STRUCTURE BORING LOG

Page 2 of 2 Date Started . 7/30/10 7/30/10 Date Completed \_\_

STRUCTURE NO. 045-0040 STRUCTURE NO. 045-0040 ROUTE FAU 2331 ROUTE FAU 2331 SECTION 08-00386-00-BR 08-00386-00-BR SECTION COUNTY Kane COUNTY Kane S-1 Boring No. \_ DEPT В D В 20+40 Station L Ε 14.50ft LT Offset 0 P 0 W W Т Qu W Qu W Elevation 829.16 ft Н Elevation 804.16 ft tsf % Н % tsf Medium dense brown SAND, trace gravel, saturated Very stiff brownish-gray LOAM, trace gravel, moist A-1-b A-4/A-6 801.16 Medium dense brown SAND 8 10 16 B 2.6 and GRAVEL, saturated 12 18 27 800.16 11.4 A-1-b 16.6 Dense brown SANDY LOAM, 799.16 trace gravel, saturated A-2-4 End of Boring at 80.0' CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer 6 8 14 B 2.6 11.2 3.25" (83 mm) ID HSA B 2.4 / 11 14 10.9 8 12 16 10,5 806.16 Medium dense brown SAND, trace gravel, saturated 5 6 10 A-1-b -100 ¿SPT. (N) = Sum of last two blow values in sample. (Qu) B=Bulge S=Shear P=Penetration Test

Page 1 of 2 STRUCTURE BORING LOG 7/29/10 Date Started \_\_\_ 7/29/10 Date Completed \_ DESCRIPTION French Road Bridge Over Burlington Creek ROUTE FAU 2331 SECT. <u>08-00386-00-BR</u> STRUCT. NO. <u>045-0040</u> DRILLED BY TSC L-75,423 E. End South Abutment S. LOCATION 33NW , TWP. <u>42N</u> , RNG. <u>6E</u> COUNTY Surface Water Elev. D В Boring No. \_ 19+69 Е E L Groundwater Elev.: Station \_\_ 871.3 Ρ 15.30ft RT when drilling 0 P 0 Offset \_ Т 869.3 W W Т W W at Completion Qu Qu Surface Elev. 879.28 ft tsf % % tsf after \_\_\_\_ Hrs. 15" Bituminous Concrete Medium dense brown SAND and GRAVEL, saturated 877.98 8 12 12 722 A-1-a FILL - Brown SAND, trace 877.28 gravel, moist A-1-b FILL - Brown CLAY, trace 1,25 16.9 876.28 851.28 gravel, trace asphalt, very moist A-6 B 2.3 122 Loose brown SAND, trace 10.6 gravel, moist A-1-b 222 871.28 Very loose SAND, trace gravel, saturated A-1-b P 2.5 11.6 868.78 Soft dark brown and gray CLAY LOAM, trace gravel A-4/A-6 0.418.6 B 0.4 23.7 11.7 Very stiff brownish-gray LOAM, trace to little gravel, 863,78 occasional cobbles, moist Medium dense brown SAND 9 9 10 A-4/A-6 and GRAVEL, occasional Cobbles, saturated A-1-a 861.28 Medium dense brown P 3.0 SANDY LOAM, trace gravel, 10.5 13.5 very moist A-2-4 858.78 Medium dense brown SAND 75423,GPJ IDOT,GDT and GRAVEL, saturated A-1-a B 2.9 7 10 7 10 10.7 16

158

片SPT. (N) = Sum of last two blow values in sample. (Qu) B=Bulge S=Shear P=Penetration Test

## STRUCTURE BORING LOG

Date Completed \_\_\_\_\_7/29/10

STRUCTURE NO045-0040 ROUTE _FAU 2331			<del></del>		STRUCTURE NO. 045-0040 ROUTE FAU 2331				_	
SECTION 08-00386-00-BR COUNTY Kane					SECTION 08-00386-00-BR COUNTY Kane					
Boring No. S-2 Station 19+69 Offset 15.30ft RT  Elevation 829.28 ft	D E P T H	B L O W S	Qu tsf	W %	Elevation <u>804.28</u> ft	]	D E P T H	B L O ♥ %	Qu tsf	W %
Very stiff brownish-gray LOAM, trace to little gravel, occasional cobbles, moist A-4/A-6					Medium dense brown SAND, trace gravel, saturated A-1-b 8 Very dense brown SAND	301.28				
		7 10 11	B 2.2	9.6	and GRAVEL, saturated A-1-a	99.28	-80	19 26 30		
					End of Boring at 80.0'  CME 55 on Remote					
		8 11 14	B 3.5	10,4	Controlled ATV Carrier (#262) CME Automatic Hammer					
	60	14		10.4	3.25" (83 mm) ID HSA		-85			
		6 10 13	B 2.4	10.7			-90			
						 -				
Medium dense brown SAND, trace gravel, saturated		4 7				- - -				
A-1-b	70 70	9					<u>-95</u>			
BORING 75423.GPJ IDOT.GDT 9 19 11										
FING 75423.G		6 8 12	· · · · · · · · · · · · · · · · · · ·							
ଞ୍ଚି SPT. (N) = Sum of last two blow valu	<u>-/১</u> es in s		(Qu)	B=Bul	ıı ge S=Shear P=Penetration Test		100	159	ı	1

## STRUCTURE BORING LOG

ROUTE FAU 2331 DESCRIPTION French Road Bridge Over Burlington Creek Date Completed 7/30/10	<u>U</u>
SECT. <u>08-00386-00-BR</u> STRUCT. NO. <u>045-0040</u> DRILLED BY <u>TSC L-75,423</u>	
COUNTY Kane LOCATION S. 33NW , TWP. 42N , RNG. 6	<u>3E</u>
Boring No.         SC-1         D         B         Surface Water Elev.           Station         20+51         E         L         Groundwater Elev.:           Offset         38.20ft LT         P         O         When drilling         866.5           Surface Elev.         874.53         ft         H         S         tsf         %    Surface Water Elev.  When drilling  at Completion  after Hrs.	
FILL - Black silty CLAY (Topsoil) 873.73	
FILL - Dark brown and brown CLAY, trace to little gravel, trace organic A-6	
2 P 3 1.0 20.8	
- 3 P - 3 1.25 24.3	
Soft to very soft gray SILTY LOAM, trace organic, very moist A-6	
1 P 1 0.25 26.5 2 861.53	
Medium stiff gray LOAM, very moist A-4/A-6  2 B 2 0.8 19.2 2 0.8 19.2	
Medium dense gray SAND, little gravel, saturated A-1-b 5	
Stiff to very stiff gray CLAY LOAM, little gravel, moist A-6  856,53  4  B  4  2.0  11.1	
End of Boring at 20.0'	
End of Boring at 20.0'  CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer	
4.5" (114 mm) SFA  SPT. (N) = Sum of last two blow values in sample. (Qu) B=Bulge S=Shear P=Penetration Test  160	

## STRUCTURE BORING LOG

ROUTE FAU 2331 DESCR	RIPTION Fr	ench Road B	ridge Over Burlingto	n Creek Da	ate Completed7/28/10
SECT. 08-00386-00-BR		o. <u>045-0040</u>			TSC L-75,423
COUNTY Kane LOCA		h of Bridge			, TWP. <u>42N</u> , RNG. <u>6E</u>
Boring No. B-1 Station 23+28 Offset 13.70ft RT  Surface Elev. 879.62 ft	D B L P O T W H S	Qu W	Surface Water Ele Groundwater Elev when drilling at Completion after h	v : Dry	•
		P	anerr	115	
FILL - Crushed Stone 7879.52 FILL - Brown SANDY LOAM, 878.92 some gravel, moist A-2-4		1.25 20.8			
FILL - Brown and dark brown CLAY LOAM, little gravel, trace organic, very moist A-6/A-6  876.12		P 0.5 15.0			
Very moist A-6/A-6 Medium stiff brown SILTY CLAY, very moist A-7-6	4 5 4 -5	P 0.75 31.3			
Very stiff brown LOAM, trace gravel, moist A-4	- 4 - 5 5 5	P 2.5 9.5			
·	5				
869.62	5 6 -10	P 2.5 9.7			
End of Boring at 10.0'					
CME 55 on Remote Controlled ATV Carrier (#262)					
CME Automatic Hammer					
4.5" (114 mm) SFA				·	
		A property of the control of the con			
0 7					
07.GDT 9.1		The state of the s			
TO SOURCE TS SOU					
ORING 75	25		·		
ະງິSPT. (N) = Sum of last two blow valu	es in sample.	(Qu) B=Bulg	e S=Shear P=Pene	tration Test	161

## STRUCTURE BORING LOG

Page 1 of 1
Date Started 7/28/10

ROUTE FAU 2331	DESCR	IPTIO!	N <u>F</u> i	rench F	Road B	ridge Over Burling	ton C	reek Da	ate Com	pleted	7/28	3/10
SECT. <u>08-00386-00-BR</u>		STRU	JCT. N	O. <u>0</u> 4	15-004	)	_ D	RILLED BY	TSC L	-75,42	3	
COUNTY Kane	LOCA	TION	Sou	ith of B	ridge		S	_33NW	, TWP.	42N	, RNG.	_6E_
Boring No.         B-2           Station         16+79           Offset         13,20ft LT           Surface Elev.         879.25	ft	D E P T H	B L O W S	Qu tsf	W %	Surface Water E Groundwater Ele when drilling at Completion after	v.:	Dry Dry				
FILL - SAND and GRAVEL FILL - Brown and dark brow CLAY, trace gravel, moist A-7-6	878.75 n 877.25		1 2	P 1.5	26.4							
Soft dark brown LOAM /SILTY LOAM, , trace gravel trace organic, very moist A-6	875.75		2 2 3	P 0.5	26.3							
Medium stiff to stiff brown CLAY, trace gravel, very moist A-6		-5	3 3 4	1.0	23.5							
Very stiff brown CLAY LOAM, trace gravel, moist A-6			4 5 6	P 2.0	12.5							
Very stiff gray CLAY LOAM, trace gravel, moist A-6	871.25 869.25	-10	5 6 7	P 2.5	11.7							
End of Boring at 10.0'												
CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer												
4.5" (114 mm) SFA	_	-15			WWW.							
or 9.1911	_	-20			The state of the s							
SPT. SORING 7523.GPJ IDOT.GDT 91911												
PRING 75423.												
ង់ SPT. (N) = Sum of last two bi	ow values	<u>25 </u> s in sai	mole.	(Qu) E	  B=Bulae	e S=Shear P=Pene	etratio	n Test	10	62		

		I		_		e corporanc	,,,,			Page 1 of 1
			STF	RUCT	URE	BORING LOG		<b>D</b> -	Date Started	
ROUTE FAU 2331	ESCRIP					idge Over Burlingt		<u>eex</u>	te Completed	
SECT. <u>08-00386-00-BR</u>	S	TRU	CT. NO	). <u>04</u> 5	5-0040		DR	(12222	TSC L-75,42	
COUNTY Kane	LOCATI	ON					S	33NW	, TWP. <u>42N</u>	, RNG. <u>6E</u>
Boring No. B-3 Station 19+54 Offset 35.90ft RT		D E P	B L O W	Qu	W	Surface Water Ele Groundwater Ele when drilling at Completion	v.:	867.2 867.7		
Surface Elev. <u>874.65</u> ft		H	S	tsf	<u>%</u>	after	nis.			
FILL - Brown and dark brown CLAY, trace to little gravel, trace organic, very moist A-6/A-7-6	 - -		3 4 4	P 1.0	23.9					
	• •	-5	3 3 4	P 0.75	25.9					
Soft brown SILTY CLAY, little organic, very moist A-7-6	869.15 <del>3</del>		2 2 2	P 0.5	30.3					
Stiff gray CLAY LOAM, trace organic, very moist A-6	866.65	10	2 2 8	P 1.5	16.0					
Medium dense gray SANDY LOAM, little gravel, wet A-2-4	864.15	-10	6 7 8		13.6					
	859.65		7 9 11							
End of Boring at 15.0'										
CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer										
4.5" (114 mm) SFA		20								
ORING 75423.GPJ IDOT.GDT 81811										
BORING 755	hlowyali		5 semn	le (Oi	n B=8	Bulge S=Shear P=	Penet	ration Test	163	3

#### STRUCTURE BORING LOG

Page 1 of 1

164

7/28/10 Date Started 7/28/10 Date Completed \_ ROUTE FAU 2331 DESCRIPTION French Road Bridge Over Burlington Creek SECT. <u>08-00386-00-BR</u> STRUCT. NO. <u>045-0040</u> DRILLED BY TSC L-75,423 COUNTY Kane LOCATION 33NW , TWP. <u>42N</u> , RNG. <u>6E</u> **B-4** Boring No. \_ D В Surface Water Elev. 16+78 Station \_\_ E L Groundwater Elev.: 34.90ft RT Offset \_ P 0 when drilling 870.7 T W Qu W at Completion 871.7 Surface Elev. 875.72 ft Н tsf % after \_\_\_\_\_ Hrs. FILL - Black silty CLAY 875.22 (Topsoil) FILL - Brown CLAY, trace 333 gravel, very moist 1.75 20.4 Stiff brown SILTY CLAY, very moist A-7-6 P 1.25 29.3 870.22 Soft gray LOAM, very moist A-4 0.5 12.5 867.72 Stiff to very stiff gray LOAM, very moist to moist A-4/A-6 B 1.2 13.2 P 1.5 11.2 B 3.1 11.4 860.72 End of Boring at 15.0' CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer 4.5" (114 mm) SFA 

DOUTE FALL 2224					BORING LOG				Started	Page	
ROUTE <u>FAU 2331</u> DE SECT, <u>08-00386-00-BR</u>					Bridge Over Burling		reek Da	ate Con	npleted		<u>.</u>
			10. <u>0</u>	<u>45-004</u>	0	_ DI	RILLED BY	TSC	<u>75,42</u>	3	
COUNTY Kane L	OCATION	<u> </u>	<u> </u>		Ti	S	33NW	, TWP.	<u>42N</u>	, RNG.	6E
Boring No.         B-5           Station         13+79           Offset         36.70ft RT           Surface Elev.         875.77 ft	D E P T H	B L O W S	Qu tsf	W %	Surface Water Ele Groundwater Ele when drilling at Completion after	v.:	<u>865.8</u> 865.8				
FILL - Black silty CLAY (Topsoil) 87	4.77	<u>-</u>	<u> </u>								
FILL - Brown CLAY, trace gravel, moist A-6		5 4 3	P 2.0	17.2							
Very stiff gray CLAY LOAM, trace gravel, occasional sandy loam layers, moist A-6	2.77	2 4 6	B 2.0	10.9							
Very stiff brown CLAY LOAM, moist A-6	0,27	2 3 3	B 2.2	11.6							
Medium dense gray SANDY	5.27	2 2 6	P 2.25	13.1							
LOAM, trace clay, trace gravel, wet A-4		4 4 6		13.8							
Medium dense gray SAND, some gravel, saturated A-1-b	2.77	5 5 7									
End of Boring at 15.0'											
CME 55 on Remote Controlled ATV Carrier (#262) CME Automatic Hammer 4.5" (114 mm) SFA	-20										
TOSPT. (N) = Sum of last two blow va		nple. (	Qu) B=	=Bulge	S=Shear P=Penet	ration	Test		165		
	•			•			- <del>- •</del>				



#### **TESTING SERVICE CORPORATION**

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492 630.653.3920 • Fax 630.653.2726

Corporate Office:

360 S. Main Place, Carol Stream, IL 60188-2404 630.462.2600 • Fax 630.653.2988

Local Office Carol Stream, Illinois

June 17, 2013

Mr. Brent Pottorff Wills Burke Kelsey Associates, Ltd. 116 West Main Street, Suite 201 St. Charles, IL 60174-1854

RE: L-75,423A

Additional Pavement Cores French Road over Burlington Creek Section 08-00386-00-BR Kane County, IL

Dear Mr. Pottorff:

This report presents the results of additional pavement cores taken in connection with the proposed roadway improvements to the south and north of the French Road bridge over Burlington Creek in Kane County, Illinois. These geotechnical services were provided in accordance with TSC Proposal No. 50,956 dated May 16, 2013 and the attached General Conditions, which are incorporated herein by reference.

Two (2) pavement cores were previously taken in conjunction with soil borings performed for the proposed replacement of the existing bridge. Cores 1 and 2 were taken just north and south of the north and south abutments of the bridge, respectively. The results of these cores were presented on TSC report L-75,423 dated September 21, 2011.

In summary, Core 1 encountered three (3) bituminous surface courses totaling 7.7 inches in thickness, underlain by a 10.2 inch thick Portland Cement concrete (PCC) base course. Core 2 encountered three (3) bituminous surface and bituminous sand mix courses totaling 6.5 inches total in thickness, underlain by a 14.4 inch thick PCC base course. While the cores revealed distress in the form of a lack of a bond between one or more of the pavement lifts, no signs of deterioration were noted in the PCC base course at both core locations.

The existing roadway for approximately 500' on each side of the bridge will be sightly widened to accommodate two 12' lanes and 8' shoulders. The proposed roadway profile will basically match the existing profile. It is understood the new roadway pavement and shoulders will consist of hot-mix asphalt over an aggregate base course. However, the possibility of leaving in-place the PCC base layer previously encountered at C-1 and C-2 is being considered, depending in the continuity and condition of the layer.

#### Summary of Work Performed

Eight (8) additional pavement cores (C-3 thru C-10) were taken at locations selected and marked in the field by Wills Burke Kelsey Associates. The locations of these cores as well as previous cores are shown on the Core Location Plan included with this report.

At each location, a 4-inch diameter pavement core was obtained using an electric drill and core barrel containing diamond cutting bits. The cores extended for the full depth of the existing pavements, i.e. to the top of the underlying subgrade soils. No aggregate base course was encountered under the existing pavement at all of the core locations. Upon completion of the field work, the core holes were patched.

At the end of the work day, the cores were transported to our laboratory. In the laboratory the cores were measured and described by an experienced laboratory technician. The results of these observations and measurements are summarized in the enclosed "Pavement Core Results" sheets. The reported thicknesses are the average of four (4) measurements performed at the quarter points around the periphery of the core. Please note that the pavement thicknesses were rounded to the nearest tenth of an inch.

#### Pavement Composition

As previously discussed, Core 1 encountered three (3) bituminous surface courses totaling 7.7 inches in thickness, underlain by a 10.2 inch thick Portland Cement concrete (PCC) course. Core 2 encountered three (3) bituminous surface and bituminous sand mix courses totaling 6.5 inches total in thickness, underlain by a 14.4 inch thick PCC course. No sign of deterioration was noted in the PPC base courses.

Cores 3, 6 - 8 and 10 encountered multiple bituminous layers having a total asphalt thickness in the range of 14.0 to 21.0 inches. No PCC layer was encountered at these five (5) core locations. Cores 4, 5 and 9 encountered multiple bituminous layers with total thicknesses in the range of 10.2 to 11.4 inches, underlain by a PCC base course with thicknesses in the range of 5.5 to 6.6 inches. The cores revealed distress in the form of a lack of a bond between one or more of the bituminous pavement lifts. Also, the bottom portion of the bituminous pavement in Cores 5 and 8 was noted in a deteriorated condition. PPC base course in Core 5 was also in a deteriorated/fractured condition.

#### Pavement Rehabilitation/Reconstruction

In areas where a partial replacement is performed, the distressed pavement sections and/or any unbonded pavement sections should generally be removed as a minimum. The evaluation of the failed areas should be performed after the milling work has been completed. At this time additional failures may become evident. In the event deficient pavement conditions are noted, it will be necessary to remove the distressed pavement sections.

In cases where the pavement is completely reconstructed, the evaluation of the subgrade should be performed at the rough planned subgrade elevation. This evaluation should be performed when the soils are in a relatively dry condition and should be performed by means of a proof-roll using a heavily loaded dump truck. Areas which are noted to rut ½-inch or more should be further evaluated by means of an IDOT Cone Penetrometer so that the depth required to stabilize the subgrade can be estimated.

#### Closure

The analysis and recommendations submitted in this report are based upon the data obtained from the ten (10) cores taken at the locations indicated on the Core Location Plan included with this report. This report does not reflect any variations which may occur between these locations, the nature and extent of which may not become evident until during the course of construction. If variations are then identified, recommendations contained in this report should be re-evaluated after performing on-site observations.

We appreciate the opportunity to assist you with this project. Please call if we may be of further service.

Respectfully submitted,

**TESTING SERVICE CORPORATION** 

Alfredo J. Bermudez

Registered Professional Engineer

Illinois No. 062-046608

AJB:CRD:ab

Enc.

Charles R. DuBose, P.E. Vice President

Chal Odan



## **GENERAL CONDITIONS**

#### Geotechnical and Construction Services

#### **TESTING SERVICE CORPORATION**

- 1. PARTIES AND SCOPE OF WORK: If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for Client's intended purpose. Unless otherwise expressly assumed in writing, TSC's services are provided exclusively for client. TSC shall have no duty or obligation other than those duties and obligations expressly set forth in this Agreement. TSC shall have no duty to any third party. Client shall communicate these General Conditions to each and every party to whom the Client transmits any report prepared by TSC. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.
- 2. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.
- 3. ACCESS TO SITE: TSC shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of its services or the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires TSC to restore the site to its former condition, TSC will, upon written request, perform such additional work as is necessary to do so and Client agrees to pay to TSC the cost thereof plus TSC's normal markup for overhead and prolit.
- 4. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that Client has advised TSC of any known or suspected hazardous materials, utility lines and underground structures at any site at which TSC is to perform services under this Agreement. Unless otherwise agreed in writing, TSC's responsibility with respect to underground utility locations is to contact the Illinois Joint Utility Locating Information for Excavators for the location of public, but not private, utilities.
- 5. DISCOVERY OF POLLUTANTS: TSC's services shall not include investigation for hazardous materials as defined by the Resource Conservation Recovery Act, 42 U.S.C.§ 6901, et, seq., as amended ("RCRA") or by any state or Federal statute or regulation. In the event that hazardous materials are discovered and Identified by TSC, TSC's sole duty shall be to notify Client.
- 6. MONITORING: If this Agreement includes testing construction materials or observing any aspect of construction of improvements, Client's construction personnel willi verify that the pad is properly located and sized to meet Client's projected building loads. Client shall cause all tests and inspections of the site, materials and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been followed.

TSC's services shall not include determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored or whose work is being tested. TSC's services shall not include the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to

perform same shall not in any way operate or excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and construction managers.

Information obtained from borings, observations and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client. Such Information is considered evidence, but any inference or conclusion based thereon is, necessarily, an opinion also based on engineering judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site and ground water levels may fluctuate due to climatic and other variations. Construction materials may vary from the samples taken. Unless otherwise agreed in writing, the procedures employed by TSC are not designed to detect intentional concealment or misrepresentation of facts by others.

- 7. DOCUMENTS AND SAMPLES: Client is granted an exclusive license to use findings and reports prepared and issued by TSC and any sub-consultants pursuant to this Agreement for the purpose set forth in TSC's proposal provided that TSC has received payment in full for its services. TSC and, if applicable, its sub-consultant, retain all copyright and ownership interests in the reports, boring logs, maps, field data, field notes, laboratory test data and similar documents, and the ownership and freedom to use all data generated by it for any purpose. Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of TSC's report.
- 8. TERMINATION: TSC's obligation to provide services may be terminated by either party upon (7) seven days prior written notice. In the event of termination of TSC's services, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. The terms and conditions of these General Conditions shall survive the termination of TSC's obligation to provide services.
- 9. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its recelpt. Client further agrees to pay interest on all amounts invoiced and not pald or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the maximum interest rate permitted by applicable law, whichever is the lesser) until pald and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.
- 10. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with these General Conditions and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in ileu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of Client's acceptance of SC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit on damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

- 11. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to Indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.
- 12. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.
- 13. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) requiring or providing for arbitration of disputes or controversies arising out of this Agreement or its performance, (ii) wherein TSC walves any rights to a mechanics lien or surety bond claim; (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party or (iv) that requires TSC to indemnify any party beyond its own negligence These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filing any demand for arbitration, or any petition or complaint with any court. Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

(Each component of pavement section listed from top down.)

#### **CORE 1** French Road - Sta. 20+51, 8.4' RT

- 3.0" Bituminous Surface (not bonded to underlying lift)
- 2.8" Bituminous Surface
- 1.9" Bituminous Surface (not bonded to underlying lift)
- 10.2" Portland Cement Concrete (5/16" steel mesh 9" below top of PCC)

#### 17.9" Total Pavement Thickness

No Aggregate Base Course Encountered

#### CORE 2 French Road - Sta. 19+70, 10.2' LT

- 1.5" Bituminous Surface
- 2.8" Bituminous Surface
- 0.9" Bituminous Surface
- 1.3" Bituminous Sand Mix (not bonded to underlying lift)
- 14.4" Portland Cement Concrete

#### 20.9" Total Pavement Thickness

#### CORE 3 French Road - Sta. 15+00, 10.4' LT, Elev. 879.77

- 1.4" Bituminous Surface
- 1.1" Bituminous Surface (not bonded to underlying lift)
- 1.7" Bituminous Surface
- 2.5" Bituminous Binder
- 4.1" Bituminous Binder
- 3.5" Bituminous Binder

## 14.3" Total Pavement Thickness

No Aggregate Base Course Encountered

#### CORE 4 French Road - Sta. 15+00, 5.0' LT, Elev. 879.85

- 1.5" Bituminous Surface
- 1.9" Bituminous Surface (not bonded to underlying lift)
- 2.4" Bituminous Binder
- 1.5" Bituminous Binder
- 0.8" Bituminous Surface
- 2.1" Bituminous Binder (not bonded to underlying lift)
- 6.6" Portland Cement Concrete

#### 16.8" Total Pavement Thickness

No Aggregate Base Course Encountered

(Each component of pavement section listed from top down.)

#### CORE 5 French Road - Sta. 15+00, 5.0' RT, Elev. 879.74

- 1.5" Bituminous Surface
- 2.1" Bituminous Surface
- 1.9" Bituminous Binder
- 0.7" Bituminous Surface
- 0.9" Bituminous Surface (partly deteriorated, not bonded to underlying lift)
- 4.1" Bituminous Binder (deteriorated/fractured approximate thickness estimated from field log, not bonded to underlying lift)
- 5.5" Portland Cement Concrete (deteriorated/fractured approximate thickness estimated from field log)

16.7" Total Pavement Thickness (approximate thickness from field log)

No Aggregate Base Course Encountered

#### CORE 6 French Road - Sta. 15+00, 10.4' RT, Elev. 879.58

- 1.7" Bituminous Surface
- 2.2" Bituminous Surface
- 2.2" Bituminous Binder (not bonded to underlying lift)
- 3.8" Bituminous Binder
- 4.1" Bituminous Binder

#### 14.0" Total Pavement Thickness

No Aggregate Base Course Encountered

#### CORE 7 French Road - Sta. 23+00, 10.4' LT, Elev. 880,10

- 2.4" Bituminous Surface (not bonded to underlying lift)
- 1.4" Bituminous Surface (not bonded to underlying lift)
- 1.7" Bituminous Surface
- 2.9" Bituminous Binder
- 4.1" Bituminous Binder (not bonded to underlying lift)
- 5.8" Bituminous Binder

#### 18.3" Total Pavement Thickness

No Aggregate Base Course Encountered

(Each component of pavement section listed from top down.)

#### CORE 8 French Road - Sta. 23+00, 5.0' LT, Elev. 880.07

- 1.7" Bituminous Surface
- 0.5" Bituminous Surface (not bonded to underlying lift)
- 2.2" Bituminous Surface (not bonded to underlying lift)
- 1.4" Bituminous Surface
- 2.0" Bituminous Binder
- 0.9" Bituminous Surface
- 1.8" Bituminous Binder
- 1.4" Bituminous Surface
- 9.4" Bituminous Binder (deteriorated approximate thickness estimated from field log)
  21.0" Total Pavement Thickness (approximate thickness from field log)

No Aggregate Base Course Encountered

#### CORE 9 French Road - Sta. 23+00, 5.0' RT, Elev. 808.08

- 1.7" Bituminous Surface
- 0.8" Bituminous Surface
- 1.4" Bituminous Surface
- 0.9" Bituminous Surface (not bonded to underlying lift)
- 1.5" Bituminous Surface
- 1.8" Bituminous Binder
- 0.9" Bituminous Surface
- 1.1" Bituminous Binder
- 1.3" Bituminous Surface
- 5.8" Portland Cement Concrete

17.2" Total Pavement Thickness

No Aggregate Base Course Encountered

#### CORE 10 French Road - Sta. 23+00, 10.4' RT, Elev. 879.92

- 1.8" Bituminous Surface
- 1.2" Bituminous Surface
- 1.8" Bituminous Surface (not bonded to underlying lift)
- 1.6" Bituminous Surface
- 2.3" Bituminous Binder
- 3.2" Bituminous Binder
- 4.6" Bituminous Binder

16.5" Total Pavement Thickness

No Aggregate Base Course Encountered

Local Office March 28, 2013

Mr. Brent Pottorff Wills Burke Kelsey Associates, Ltd. 116 W. Main Street, Suite 201 St. Charles. Illinois 60174

RE: L-79,696

LPC-663 Sampling & Analysis Proposed Bridge Replacement French Road Over Burlington Creek Kane County, Illinois

Kane County, Illinois Section 08-00386-00-BR



#### **TESTING SERVICE CORPORATION**

Local Office:

457 E. Gundersen Drive, Carol Stream, IL 60188-2492 630.653.3920 ● Fax 630.653.2726

Corporate Office;

360 S. Main Place, Carol Stream, IL 60188-2404

Dear Mr. Pottorff:

Testing Service Corporation (TSC) has completed soil sampling and analytical laboratory analysis for the above referenced project. The general scope of work is as outlined in TSC Proposal No. 48,962 dated May 1, 2012. Test specimens were collected on March 13, 2013 from Borings B-1A, B-2A, S-1A, S-2A and B-4A, located within the limits of the proposed construction area, as indicated on the Boring Location Plan attached. They were drilled to depths of 5 to 12.5 feet below existing grade, roughly matching anticipated depths of construction excavations.

All of the soil samples from Borings B-1A, B-2A, S-1A, S-2A and B-4A were visually examined and screened with a mini RAE 2000 PID. No elevated PID readings or other visual/odorous indications of impact were noted. S-2A /S-2 (consisting of native sand soil) was properly preserved and delivered to First Environment Laboratories for further testing along with B-4A/S-1 (silty clay fill). They were both analyzed for Volatile Organic Compounds (VOC's), Polynuclear Aromatics (PNA's), the eight RCRA metals and pH.

The analytical test results were compared to the Maximum Allowable Concentrations of Chemical Constituents (MACs) listed in 35 IAC 1100 Subpart F. They were both found to meet the MACs and on this basis the evaluated soil may be classified as uncontaminated. A copy of the IEPA Form LPC-663, Uncontaminated Soil Certification, signed by a Licensed Professional Engineer and including the analytical report and chain of custody is attached.

If conditions other than those exhibited in the subgrade soil samples are found, please contact us to perform a follow-up survey. Also note that although the chemical analysis from the representative samples meets the most stringent Tier 1 criteria, disposal facilities screen each load with a photoionization detector that detects VOCs, which will determine the final acceptance of individual loads.



We appreciate the opportunity to being of service to you on this project. Please contact us with any questions.

Respectfully,

**TESTING SERVICE CORPORATION** 

Alfredo J. Bermudez, P.E. Senior Geotechnical Engineer

AJB:ab

Enc. Form LPC-663
Analytical Report
Chain of Custody
Boring Location Plan
General Conditions



# Illinois Environmental Protection Agency

Bureau of Land • 1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276

#### **Uncontaminated Soil Certification**

by Licensed Professional Engineer or Licensed Professional Geologist for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

# Revised in accordance with 35 III. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 III. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source I	Location into	rmation									
(Describe the	location of the so	ource of the	ıncontar	ninated soil)							
Project Name	: French Road B	ridge Over E	urlingtor	n Creek	Office PI	none Number, if	available: _				
Physical Site	Location (addres	s, inclduding	number	and street):					- ""		
French Road	about 1 mile sou	th of IL Rout	e 72								
City: Hampsl	hire	State	e: <u>IL</u>		Zip Code: <u>6014</u>	.0					
County: Kane				-	Гownship։ <u>Ham</u>	pshire					
Lat/Long of ap	oproximate cente	r of site in de	cimal de	egrees (DD.c	ddddd) to five de	cimal places (e.	g., 40.67890	, -90.123	45):		
Latitude: 4	12.07574	Longitude:	- <u>88.5</u> 4	1470							
(	Decimal Degrees	<b>s</b> )	(-Dec	imal Degree	es)						
Identify how	v the lat/long data	were deterr	nined:								
☐ GPS	Map Interpo	olation	Photo Ir	nterpolation	Survey	☐ Other					
<u></u>				•	,						
IEDA Sita Nur	mber(s), if assign	ad: B(			BOW.		BOA:		···		
ILI A OILE NUI	incer(a), ir assigii	cu, D.	··· —								
II. Owner/0	Operator Info	mation fo	r Sour	ce Site							
	Site O						Site Operato	or			
Name:	Kane County	Division of Tr	ansport	ation	Name:	Kane County I	Division of T	ransporta	ation		
Street Addres	s: 41W011 Burlir	ngton Road			Street Address	: 41W011 Burlin	ngton Road				
PO Box:					PO Box:						
City:	St. Charles		State:	<u>IL</u>	City:	St. Charles		_State:	IL		
Zip Code:	60175	Phone:			Zip Code:	60175	Phone:				
Contact:	Carl Schoedel	, P.E.	******		Contact: Carl Schoedel, P.E.						
Email, if availa	able: schoedelcai	l@co.kane.il	.us		Email, if availa	ble: schoedelcai	rl@co.kane.i	l.us			

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed \$50,000 for the violation and an additional civil penalty of not to exceed \$10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms

Project Name:	French Road Bridg	je Over Burli	ngton Creek	
Latitude:	42.07574	Longitude:	-88.54470	

#### **Uncontaminated Site Certification**

#### III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 III. Adm. Code 1100.610(a)]:

Five (5) soil borings were performed along the proposed construction area. They were extended to depths of 5 to 12.5 feet, roughly matching anticipated depths of construction excavations. A Boring Location Plan is attached showing the boring layout.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 III. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0, including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 III. Adm. Code 1100.201(g), 1100.205(a), 1100.610]:

The analytical test results were compared to and meet the Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (MACs) as presented in 35 IAC 1100 Subpart F.

# IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

Iname of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 III. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	Testing Service Corporation	n		
Street Address:	457 E. Gundersen Drive			
City:	Carol Stream	State:	IL Zip Code: 60188	
Phone:	(630) 653-3920		•	William J. BED.
Alfredo J. Bermudez				Hing of Down
Printed Nar	me:		3/28/13	7 062-046608 REGISTERED **
Licensed Professiona Licensed Professiona	al Engineer or al Geologist Signature:		Date:	ENGINEER OF ILLINORMAN

P.E. or L.P.G. Seal:

IL ELAP / NELAC Accreditation # 100292

1600 Shore Road • Naperville, Illinois 60563 • Phone (630) 778-1200 • Fax (630) 778-1233

March 27, 2013

Mr. Dave Hurst

TESTING SERVICE CORP.
360 So. Main Place
Carol Stream, IL 60188

Project ID: 79696

First Environmental File ID: 13-1261 Date Received: March 18, 2013

Dear Mr. Dave Hurst:

The above referenced project was analyzed as directed on the enclosed chain of custody record.

All Quality Control criteria as outlined in the methods and current IL ELAP/NELAP have been met unless otherwise noted. QA/QC documentation and raw data will remain on file for future reference. Our accreditation number is 100292 and our current certificate is number 003102: effective 02/14/2013 through 02/28/2014.

I thank you for the opportunity to be of service to you and look forward to working with you again in the future. Should you have any questions regarding any of the enclosed analytical data or need additional information, please contact me at (630) 778-1200.

Sincerely,

Stan Zaworski Project Manager



## First Environmental Laboratories, Inc.

IL ELAP / NELAC Accreditation # 100292

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## Case Narrative

#### TESTING SERVICE CORP.

Project ID: 79696

First Environmental File ID: 13-1261
Date Received: March 18, 2013

Flag	Description'	Flag	Description
<	Analyte not detected at or above the reporting limit.	L+	LCS recovery outside control limits; high bias.
В	Analyte detected in associated method blank.	L-	LCS recovery outside control limits; low bias.
C	Identification confirmed by GC/MS.	М	MS recovery outside control limits; LCS acceptable.
D	Surrogates diluted out; recovery not available.	M+	MS recovery outside control limits high bias; LCS acceptable.
Е	Estimated result; concentration exceeds calibration range.	M-	MS recovery outside control limits low bias; LCS acceptable.
F	Field measurement.	N	Analyte is not part of our NELAC accreditation.
		ND	Analyte was not detected using a library search routine; No calibration standard was analyzed.
G	Surrogate recovery outside control limits; matrix effect.	P	Chemical preservation pH adjusted in lab.
Н	Analysis or extraction holding time exceeded.	Q	The analyte was determined by a GC/MS database search.
J	Estimated result; concentration is less than calib range.	S	Analyte was sub-contracted to another laboratory for analysis.
K	RPD outside control limits.	T	Sample temperature upon receipt exceeded 0-6°C
RL	Routine Reporting Limit (Lowest amount that can be detected when routine weights/volumes are used without dilution.)	W	Reporting limit elevated due to sample matrix.

All quality control criteria, as outlined in the methods, have been met except as noted below or on the following analytical report.

#### Sample Batch Comments:

Sample acceptance criteria were met.

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## **Analytical Report**

Client: TESTING SERVICE CORP.

Date Collected: 03/14/13

**Project ID:** 79696

Time Collected: 9:00

Sample ID: S2A, 2

**Date Received:** 03/18/13 **Date Reported:** 03/27/13

Sample No: 13-1261-001

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Analysis Date: 03/19/13	Method: 2540B			
Total Solids	92.90		%	
Volatile Organic Compounds Analysis Date: 03/22/13	Method: 5035A/8260B		harden de de la companya de la comp	
Acetone	< 100	100	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	



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## **Analytical Report**

Client: TESTING SERVICE CORP. Date Collected: 03/14/13 Time Collected: 9:00

Project ID: 79696

Date Received:

03/18/13

Sample ID: S2A, 2

Sample No: 13-1261-001 Date Reported: 03/27/13

Results are reported on a dry weight basis.

Analyte		Result	R.L.	Units	Flags
Volatile Organic Compounds Analysis Date: 03/22/13	Method: 5035A/	8260B			
Vinyl acetate		< 10.0	10.0	ug/kg	
Vinyl chloride		< 10.0	10.0	ug/kg	
Xylene, Total		< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Analysis Date: 03/20/13	Method: 8270C		Preparation Preparation I		
Acenaphthene		< 50	50	ug/kg	
Acenaphthylene		< 50	50	ug/kg	
Anthracene		< 50	50	ug/kg	
Benzo(a)anthracene		< 8.7	8.7	ug/kg	
Benzo(a)pyrene		< 15	15	ug/kg	
Benzo(b)fluoranthene		< 11	11	ug/kg	
Benzo(k)fluoranthene		< 11	11	ug/kg	
Benzo(ghi)perylene		< 50	50	ug/kg	
Chrysene		< 50	50	ug/kg	
Dibenzo(a,h)anthracene		< 20	20	ug/kg	
Fluoranthene		< 50	50	ug/kg	
Fluorene		< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene		< 29	29	ug/kg	
Naphthalene		< 25	25	ug/kg	
Phenanthrene		< 50	50	ug/kg	
Pyrene		< 50	50	ug/kg	
Total Metals Analysis Date: 03/26/13	Method: 6010B		Preparation Method 3050B Preparation Date: 03/22/13		
Arsenic		2.2	0.2	mg/kg	
Barium		11.1	0.1	mg/kg	
Cadmium		< 0.1	0.1	mg/kg	
Chromium		4.3	0.1	mg/kg	
Lead		3.7	0.2	mg/kg	
Selenium		< 0.2	0.2	mg/kg	
Silver		< 0.1	0.1	mg/kg	
Total Mercury Analysis Date: 03/20/13	Method: 7471B				
Mercury		< 0.05	0.05	mg/kg	N



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## **Analytical Report**

Client:

TESTING SERVICE CORP.

Date Collected: 03/14/13

Project ID:

79696

Time Collected: 9:00

Sample ID:

S2A, 2

Date Received: 03/18/13

Sample No:

13-1261-001

Date Reported: 03/27/13

Results are reported on a dry weight basis.

Analyte

Result

R.L. Units

Flags

pH @ 25°C, 1:2

Method: 9045C

Analysis Date: 03/19/13 12:30

pH @ 25°C, 1:2

8.94

Units

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## **Analytical Report**

Client: TESTING SERVICE CORP.

Date Collected: 03/14/13

**Project ID:** 79696

Time Collected: 12:30

**Sample ID:** 4A, 1 **Sample No:** 13-1261-002 **Date Received:** 03/18/13 **Date Reported:** 03/27/13

Results are reported on a dry weight basis.

Analyte	Result	R.L.	Units	Flags
Solids, Total Analysis Date: 03/19/13	Method: 2540B			
Total Solids	84,36		%	
Volatile Organic Compounds Analysis Date: 03/22/13	Method: 5035A/8260B			
Acetone	< 100	100	ug/kg	
Benzene	< 5.0	5.0	ug/kg	
Bromodichloromethane	< 5.0	5.0	ug/kg	
Bromoform	< 5.0	5.0	ug/kg	
Bromomethane	< 10.0	10.0	ug/kg	
2-Butanone (MEK)	< 100	100	ug/kg	
Carbon disulfide	< 5.0	5.0	ug/kg	
Carbon tetrachloride	< 5.0	5.0	ug/kg	
Chlorobenzene	< 5.0	5.0	ug/kg	
Chlorodibromomethane	< 5.0	5.0	ug/kg	
Chloroethane	< 10.0	10.0	ug/kg	
Chloroform	< 5.0	5.0	ug/kg	
Chloromethane	< 10.0	10.0	ug/kg	
1,1-Dichloroethane	< 5.0	5.0	ug/kg	
1,2-Dichloroethane	< 5.0	5.0	ug/kg	
1,1-Dichloroethene	< 5.0	5.0	ug/kg	
cis-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
trans-1,2-Dichloroethene	< 5.0	5.0	ug/kg	
1,2-Dichloropropane	< 5.0	5.0	ug/kg	
cis-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
trans-1,3-Dichloropropene	< 4.0	4.0	ug/kg	
Ethylbenzene	< 5.0	5.0	ug/kg	
2-Hexanone	< 10.0	10.0	ug/kg	
Methyl-tert-butylether (MTBE)	< 5.0	5.0	ug/kg	
4-Methyl-2-pentanone (MIBK)	< 10.0	10.0	ug/kg	
Methylene chloride	< 20.0	20.0	ug/kg	
Styrene	< 5.0	5.0	ug/kg	
1,1,2,2-Tetrachloroethane	< 5.0	5.0	ug/kg	
Tetrachloroethene	< 5.0	5.0	ug/kg	
Toluene	< 5.0	5.0	ug/kg	
1,1,1-Trichloroethane	< 5.0	5.0	ug/kg	
1,1,2-Trichloroethane	< 5.0	5.0	ug/kg	
Trichloroethene	< 5.0	5.0	ug/kg	

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## **Analytical Report**

Client: Date Collected: 03/14/13 TESTING SERVICE CORP. Project ID: 79696 Time Collected: 12:30 Sample ID: Date Received: 4A, 1 03/18/13 Date Reported: 03/27/13 Sample No: 13-1261-002

Analyte		Result	R.L.	Units	Flags
Volatile Organic Compounds Analysis Date: 03/22/13	Method: 5035A/	8260B	_		
Vinyl acetate		< 10.0	10.0	ug/kg	
Vinyl chloride		< 10.0	10.0	ug/kg	
Xylene, Total		< 5.0	5.0	ug/kg	
Polynuclear Aromatic Hydrocarbons Analysis Date: 03/20/13	Method: 8270C			Method 354 Date: 03/18/13	
Acenaphthene		< 50	50	ug/kg	
Acenaphthylene		< 50	50	ug/kg	
Anthracene		< 50	50	ug/kg	
Benzo(a)anthracene		< 8.7	8.7	ug/kg	
Benzo(a)pyrene		< 15	15	ug/kg	
Benzo(b)fluoranthene		< 11	11	ug/kg	
Benzo(k)fluoranthene		< 11	11	ug/kg	
Benzo(ghi)perylene		< 50	50	ug/kg	
Chrysene		< 50	50	ug/kg	
Dibenzo(a,h)anthracene		< 20	20	ug/kg	
Fluoranthene		< 50	50	ug/kg	
Fluorene		< 50	50	ug/kg	
Indeno(1,2,3-cd)pyrene		< 29	29	ug/kg	
Naphthalene		< 25	25	ug/kg	
Phenanthrene		< 50	50	ug/kg	
Pyrene		< 50	50	ug/kg	
Total Metals Analysis Date: 03/26/13	Method: 6010B		Preparation Method 3050B Preparation Date: 03/22/13		
Arsenic		4.5	0.2	mg/kg	
Barium		66.1	0.1	mg/kg	
Cadmium		< 0.1	0.1	mg/kg	
Chromium		16.4	0.1	mg/kg	
Lead		8.2	0.2	mg/kg	
Selenium		< 0.2	0.2	mg/kg	
Silver		< 0.1	0.1	mg/kg	
Total Mercury Analysis Date: 03/20/13	Method: 7471B				
Mercury		< 0.05	0.05	mg/kg	N



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## **Analytical Report**

Client: TESTING SERVICE CORP.

Date Collected: 03/14/13

**Project ID:** 79696

Time Collected: 12:30

Sample ID: 4A, 1

Date Received:

R.L.

03/18/13

Flags

Sample ID: 4.

13-1261-002

Date Reported: 03/27/13

Units

Results are reported on a dry weight basis.

Analyte Result
pH @ 25°C, 1:2 Method: 9045C

Analysis Date: 03/19/13 12:30

pH @ 25°C, 1:2

8.27

Units

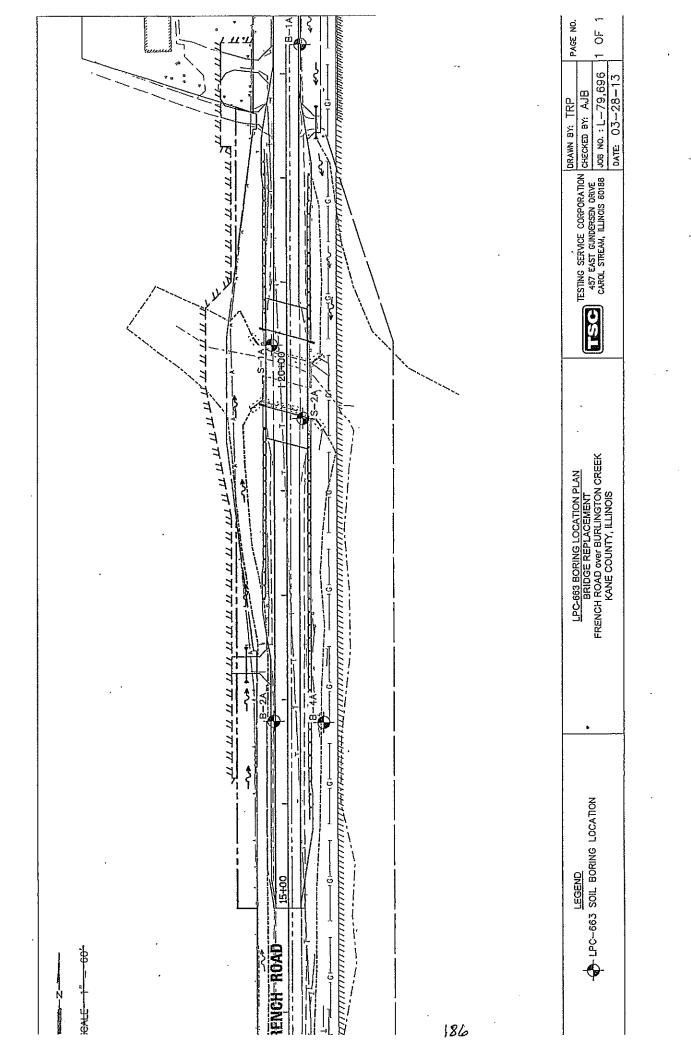
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First Environmental Laboratories	Street Address: 360 S. MAIN Pures
1600 Shore Road, Suite D	City: (Aren Srates IL. Zip: 6988
Naperville, Illinois 60563	e: 630 > & 4400SFax:
Fugue: (020) //0-1200 • Fax: (030) //0-1233 E-mail: firstinfo@firstenv.com	1) Hanes Via: Fax
LEFA Certhcation #100292	S. Analyses
Project I.D.: 17696	
#:	
Matrix Codes: S = Soil W = Water O = Other	
	Matrix Comments Lab I.D.
2,45 SOU SZA, Z	13-1261-001
31423 (234 4 4 1	700 RXXXX
FOR LAB USE ONLY:	
Cooler Temperature: 0.1-6°C YesNoC S Received within 6 hrs. of collection: E Ice Present: YesNo	Sample Refrigerated: Yes No. Containers Received Preserved: Yes No Need to meet: IL, TACO IN, RISC No.
Notes and Special Instructions:	

Date/Time 3-18/13 Date/Time\_ \_ Received By:\_\_ \_ Received By:\_ Date/Time 3-18-13 Date/Time\_\_ 





#### **TESTING SERVICE CORPORATION**

## **GENERAL CONDITIONS**

#### **ENVIRONMENTAL SERVICES**

- 1. PARTIES AND SCOPE OF WORK: "This Agreement" consists of Testing Service Corporation's ("TSC") proposal, TSC's Schedule of Fees and Services, client's written acceptance thereof, if accepted by TSC, and these General Conditions. The terms contained in these General Conditions are intended to prevail over any conflicting terms in this Agreement. "Client" refers to the person or entity ordering the work to be done or professional services to be rendered by TSC (except where distinction is necessary, either work or professional services are referred to as "services" herein). If Client is ordering the services on behalf of another, Client represents and warrants that Client is the duly authorized agent of said party for the purpose of ordering and directing said services, and in such case the term "Client" shall also include the principal for whom the services are being performed. Prices quoted and charged by TSC for its services are predicated on the conditions and the allocations of risks and obligations expressed in these General Conditions. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by Client are adequate and sufficient for client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the Client transmits any report prepared by TSC. Unless otherwise expressly assumed in writing, TSC shall have no duty to any third party, and in no event shall TSC have any duty or obligation other than those duties and obligations expressly set forth in this Agreement. Ordering services from TSC shall constitute acceptance of TSC's proposal and these General Conditions.
- 2. HAZARDOUS SUBSTANCES: TSC's professional services shall include limited visual observation, laboratory analyses or physical testing for the purpose of detection, quantification or identification of the extent, if any, of the presence of hazardous substances, materials or waste, petroleum products, asbestos-containing materials or lead based paint as specifically set forth in TSC's proposal. Hazardous materials, substances or waste (all cumulatively referred to herein as "hazardous substances") include those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., ("CERCLA"), the Resource Conservation Recovery Act, 42 U.S.C. §6901 et seq., as amended, ("RCRA") or by a state or Federal Environmental Protection Agency ("EPA"), including but not limited to §§ 3.14 - 3.15 of the Illinois Environmental Protection Act, 415 ILCS 5/3.14 and 3.15 (West, 1994). "Contaminants" as used herein shall refer to hazardous substances, asbestoscontaining materials, petroleum products, lead based paint and the like. "Polluted" as used herein shall mean containing contaminants. Unless specifically set forth in TSC's proposal, nothing contained in this agreement shall, however, be construed or interpreted as requiring TSC to assume the status of a generator, transporter,

treater, storer, as those terms appear within RCRA or within any Federal or state statute or regulation. Client assumes full responsibility of compliance with CERCLA, RCRA and any other Federal or state statute or regulation governing the generation, handling, storage, transportation, treatment and disposal of contaminants or other refuse.

- 3. SCHEDULING OF SERVICES: The services set forth in this Agreement will be accomplished in a timely and workmanlike manner. If TSC is required to delay any part of its services to accommodate the requests or requirements of Client, regulatory agencies, or third parties, or due to any cause beyond its reasonable control, Client agrees to pay such additional charges, if any, as may be applicable.
- 4. ACCESS TO SITE: Client will arrange and provide access to each site upon which it will be necessary for TSC to perform its services pursuant to this agreement. In the event services are required on any site not owned by Client, Client represents and warrants to TSC that Client has obtained all necessary permissions for TSC to enter upon the site and conduct its services. Client shall, upon request, provide TSC with evidence of such permission, as well as acceptance of the other terms and conditions set forth herein by the owner(s) and tenant(s), if applicable, of such site(s) in form acceptable to TSC. Client acknowledges that it is not TSC's responsibility to notify any such property owner or tenant of the discovery of actual or suspected contaminants. Client further recognizes that knowledge of such suspected or actual condition may result in a reduction in a property's value and may provide incentive to owners of properties affected to initiate legal action against Client and/or others. Any work performed by TSC with respect to obtaining permission to enter upon and perform professional services on the lands of others as well as any work performed by TSC pursuant to this agreement, shall be deemed as being done on behalf of Client, and Client agrees to assume all risks thereof. TSC shall take reasonable measures and precautions to minimize damage to each site and any improvements thereon resulting from its work and the use of its equipment; however, TSC has not included in its fee the cost of restoration of damage that may occur. If Client or the possessor of any interest in any site desires or requires TSC to restore the site to its former condition, upon written request from Client, TSC will perform such additional work as is necessary to do so, and Client agrees to pay TSC the costs thereof plus TSC's normal mark up for overhead and profit.
- 5. CLIENT'S DUTY TO NOTIFY TSC: Client represents and warrants that Client has advised TSC of any known or suspected contaminants, utility lines and underground structures at any site at which TSC is to perform services under this agreement. Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses,

including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by contact with sub-surface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to TSC by Client. In the event that TSC's undertaking includes contacting a public utility locating agency, its responsibility shall not extend to warranty the accuracy of the information so obtained.

#### 6. DISCOVERY OF UNANTICIPATED CONTAMINANTS:

The discovery of certain contaminants may make it necessary for TSC to take immediate measures to protect health and safety. TSC agrees to notify Client as soon as practically possible should such contaminants be suspected or discovered. Client agrees to reimburse TSC for the reasonable cost of implementing such measures under the circumstances.

#### 7. LIMITATIONS OF PROCEDURES, EQUIPMENT AND

TESTS: Information obtained from borings, observations, and analyses of sample materials shall be reported in formats considered appropriate by TSC unless directed otherwise by Client, Such information is considered evidence with respect to the detection, quantification and identification of contaminants, but any inference or conclusion based thereon is, necessarily, an opinion also based on professional judgment and shall not be construed as a representation of fact. Subsurface conditions may not be uniform throughout an entire site. The presence and extent of contaminants as well as the levels of groundwater may fluctuate within the site due to climatic and other variations and, unless thorough sampling and testing are conducted over an extended period of time, contaminants contained within the site may escape detection. A site at which contaminants are not found to exist, or at the time of inspection do not, in fact, exist, may later, due to intervening causes, such as natural groundwater flows or human activities, become polluted. There is a risk that sampling techniques may themselves result in pollution of certain sub-surface areas such as when a probe or boring device moves through an area containing contaminants linking it to an aquifer, underground stream or other hydrous body not previously polluted. Because the risks set forth in this paragraph are unavoidable and because the sampling techniques to be employed are a necessary aspect of TSC's work on client's behalf, Client agrees to assume these risks.

8. SOIL AND SAMPLE DISPOSAL: Unless otherwise agreed in writing, soils known at the time to be polluted will be left on the site for proper disposal by Client; and samples removed by TSC to its laboratory, upon completion of testing, will be disposed by TSC in an approved manner or returned to the site for disposal by others.

- 9. MONITORING: If TSC is retained by Client to provide a site representative for the purpose of monitoring portions of site cleanup or other field activities, TSC will report its observations a. u test results as more specifically set forth elsewhere in this agreement. In such cases, TSC's services shall not include (i) determining or implementing the means, methods, techniques or procedures of work done by the contractor(s) being monitored; (ii) evaluating, reporting or affecting job conditions concerning health, safety or welfare; (iii) the authority to accept or reject work or to in any manner supervise the work of any contractor. TSC's services or failure to perform same shall not in any way operate to excuse any contractor from the performance of its work in accordance with its contract. "Contractor" as used herein shall include subcontractors, suppliers, architects, engineers and project managers.
- 10. RECOMMENDATIONS: If TSC's services include making recommendations for further exploration, clean-up or remediation of a site or the improvements thereon, Client shall cause all tests and inspections of the site and work to be timely and properly performed in accordance with the plans, specifications, contract documents, and TSC's recommendations. No claims for loss, damage or injury shall be brought against TSC unless all tests and inspections have been so performed and unless TSC's recommendations have been rigorously followed.
- 11. CLEAN UP: If TSC is retained by Client to physically perform the work of clean up of a site through its own forces or those of subcontractors, Client shall obtain all necessary permits and generator identification numbers. In such cases Client agrees to defend, indemnify and save TSC harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to TSC's performance of its services and resulting to or caused by the generation, transportation, treatment, storage or disposal of contaminants, except to the extent of the negligent performance by TSC of the duties undertaken by TSC, if any.
- 12. TERMINATION: This agreement may be terminated by either party upon seven (7) day's prior written notice. In the event of termination, TSC shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses. In the event that TSC has agreed to provide clean up services pursuant to paragraph 10 of this Agreement, TSC shall be entitled to recover anticipated profits, in the event of termination.
- 13. PAYMENT: Client shall be invoiced periodically for services performed. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause within sixty (60) days at the rate of twelve (12%) per annum (or the

maximum interest rate permitted by applicable law, whichever is the lesser) until paid and TSC's costs of collection of such accounts, including court costs and reasonable attorney's fees.

14. WARRANTY: TSC's professional services will be performed, its findings obtained and its reports prepared in accordance with this Agreement and with generally accepted principles and practices. In performing its professional services, TSC will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. In performing physical work in pursuit of its professional services, TSC will use that degree of care and skill ordinarily used under similar circumstances. This warranty is in lieu of all other warranties or representations, either express or implied. Statements made in TSC reports are opinions based upon engineering judgment and are not to be construed as representations of fact.

Should TSC or any of its employees be found to have been negligent in performing professional services or to have made and breached any express or implied warranty, representation or contract, Client, all parties claiming through Client and all parties claiming to have in any way relied upon TSC's services or work agree that the maximum aggregate amount of damages for which TSC, its officers, employees and agents shall be liable is limited to \$50,000 or the total amount of the fee paid to TSC for its services performed with respect to the project, whichever amount is greater.

In the event Client is unwilling or unable to limit the damages for which TSC may be liable in accordance with the provisions set forth in the preceding paragraph, upon written request of Client received within five days of client's acceptance of TSC's proposal together with payment of an additional fee in the amount of 5% of TSC's estimated cost for its services (to be adjusted to 5% of the amount actually billed by TSC for its services on the project at time of completion), the limit damages shall be increased to \$500,000 or the amount of TSC's fee, whichever is the greater. This charge is not to be construed as being a charge for insurance of any type, but is increased consideration for the exposure to an award of greater damages.

15. INDEMNITY: Subject to the provisions set forth herein, TSC and Client hereby agree to indemnify and hold harmless each other and their respective shareholders, directors, officers, partners, employees, agents, subsidiaries and division (and each of their heirs, successors, and assigns) from any and all claims, demands, liabilities, suits, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, arising, or allegedly arising, from personal injury, including death, property damage, including loss of use thereof, due in any manner to the negligence of either of them or their agents or employees or independent contractors. In the event both TSC and Client are found

to be negligent or at fault, then any liability shall be apportioned between them pursuant to their pro rata share of negligence or fault. TSC and Client further agree that their liability to any third party shall, to the extent permitted by law, be several and not joint. The liability of TSC under this provision shall not exceed the policy limits of insurance carried by TSC. Neither TSC nor Client shall be bound under this indemnity agreement to liability determined in a proceeding in which it did not participate represented by its own independent counsel. The indemnities provided hereunder shall not terminate upon the termination or expiration of this Agreement, but may be modified to the extent of any waiver of subrogation agreed to by TSC and paid for by Client.

16. SUBPOENAS: TSC's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay TSC pursuant to TSC's then current fee schedule for any TSC employee(s) subpoenaed by any party as an occurrence witness as a result of TSC's services.

17. OTHER AGREEMENTS: TSC shall not be bound by any provision or agreement (i) regulring or providing for arbitration of disputes or controversies arising out of this Agreement, (ii) wherein TSC waives any rights to a mechanics lien or (iii) that conditions TSC's right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that TSC shall file a lien whenever necessary to collect past due amounts. This Agreement contains the entire understanding between the parties. Unless expressly accepted by TSC in writing prior to delivery of TSC's services, Client shall not add any conditions or impose conditions which are in conflict with those contained herein, and no such additional or conflicting terms shall be binding upon TSC. The unenforceability or invalidity of any provision or provisions shall not render any other provision or provisions unenforceable or invalid. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. In the event of a dispute arising out of or relating to the performance of this Agreement, the breach thereof or TSC's services, the parties agree to try in good faith to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to filling any demand for arbitration, or any petition or complaint with any court. Should litigation be necessary, the parties consent to jurisdiction and venue in an appropriate Illinois State Court in and for the County of DuPage, Wheaton, Illinois or the Federal District Court for the Northern District of Illinois, Paragraph headings are for convenience only and shall not be construed as limiting the meaning of the provisions contained in these General Conditions.

# 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:

KANE COUNTY

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

#### COMPLETION DATE (VIA CALENDAR DAYS) PLUS WORKING DAYS (BDE)

Effective: April 1, 2008

The Contractor shall complete <u>all</u> work on or before the completion date of this contract which will be based upon <u>128</u> calendar days. After the completion date, an additional <u>5</u> working days will be allowed to complete final restoration (i.e.: seed bed preparation, seeding, erosion control blanket), staking property corners, punch list, cleanup and other miscellaneous items that are weather sensitive and/or require performance or establishment periods.

The completion date will be determined by adding the specified number of calendar days to the date the Contractor begins work, or to the date ten days after execution of the contract, whichever is the earlier, unless a delayed start is granted by the Engineer.

#### CONSTRUCTION AIR QUALITY - DIESEL RETROFIT (BDE)

Effective: June 1, 2010 Revised: January 1, 2014

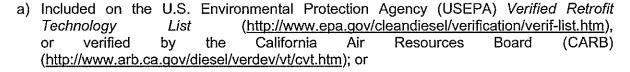
The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the 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
41		
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
00110 1, 2011	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

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

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



b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

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

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

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

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

#### **CONTRACT CLAIMS (BDE)**

Effective: April 1, 2014

Revise the first paragraph of Article 109.09(a) of the Standard Specifications to read:

"(a) Submission of Claim. All claims filed by the Contractor shall be in writing and in sufficient detail to enable the Department to ascertain the basis and amount of the claim. As a minimum, the following information must accompany each claim submitted."

Revise Article 109.09(e) of the Standard Specifications to read:

"(e) Procedure. The Department provides two administrative levels for claims review.

Level I Engineer of Construction

Level II Chief Engineer/Director of Highways or Designee

- (1) Level I. All claims shall first be submitted at Level I. Two copies each of the claim and supporting documentation shall be submitted simultaneously to the District and the Engineer of Construction. The Engineer of Construction, in consultation with the District, will consider all information submitted with the claim and render a decision on the claim within 90 days after receipt by the Engineer of Construction. Claims not conforming to this Article will be returned without consideration. The Engineer of Construction may schedule a claim presentation meeting if in the Engineer of Construction's judgment such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. If a Level I decision is not rendered within 90 days of receipt of the claim, or if the Contractor disputes the decision, an appeal to Level II may be made by the Contractor.
- (2) Level II. An appeal to Level II shall be made in writing to the Engineer of Construction within 45 days after the date of the Level I decision. Review of the claim at Level II shall be conducted as a full evaluation of the claim. A claim presentation meeting may be scheduled if the Chief Engineer/Director of Highways determines that such a meeting would aid in resolution of the claim, otherwise a decision will be made based on the claim documentation submitted. A Level II final decision will be rendered within 90 days of receipt of the written request for appeal.

Full compliance by the Contractor with the provisions specified in this Article is a contractual condition precedent to the Contractor's right to seek relief in the Court of Claims. The Director's written decision shall be the final administrative action of the Department. Unless the Contractor files a claim for adjudication by the Court of Claims within 60 days after the date of the written decision, the failure to file shall constitute a release and waiver of the claim."

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#### 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 \_\_\_\_\_17.00\% of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

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

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

<u>CALCULATING DBE PARTICIPATION</u>. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is

generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.
- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a regular dealer or manufacturer.

CONTRACT COMPLIANCE. Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the Participation Statement.

- (a) <u>NO AMENDMENT</u>. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217)785-4611. Telefax number (217)785-1524.
- (b) <u>TERMINATION OR REPLACEMENT</u>. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in the Special Provision.
- (c) <u>CHANGES TO WORK</u>. Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, than a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (d) <u>ALTERNATIVE WORK METHODS</u>. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractorinitiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:

- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
- (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
- (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;

- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.
  - When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal.
- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Regional Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the BDE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative

- reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) <u>ENFORCEMENT</u>. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) <u>RECONSIDERATION</u>. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor my request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department.

#### **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	Unconfined Edge Joint Density
<u>'</u>		` edges)	Minimum
IL-4.75	Ndesign = 50	93.0 – 97.4%	91.0%
IL-9.5, IL-12.5	Ndesign ≥ 90	92.0 - 96.0%	90.0%
IL-9.5,IL-9.5L,	Ndesign < 90	92.5 – 97.4%	90.0%
IL-12.5			
IL-19.0, IL-25.0	Ndesign ≥ 90	93.0 – 96.0%	90.0%
IL-19.0, IL-19.0L,	Ndesign < 90	93.0 - 97.4%	90.0%
IL-25.0			

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

### LRFD PIPE CULVERT BURIAL TABLES (BDE)

Effective: November 1, 2013 Revised: April 1, 2014

Revise Article 542.02 of the Standard Specifications to read as follows:

"Item		Article/Section
(a) Corrugated S	Steel Pipe	1006.01
	Steel Pipe Arch	
(c) Bituminous C	Coated Corrugated Steel Pipe	1006.01
(d) Bituminous C	Coated Corrugated Steel Pipe Arch	1006.01
(e) Zinc and Ara	mid Fiber Composite Coated Corrugated Steel Pipe	1006.01
	Steel Type 2 Corrugated Pipe	
(g) Aluminized S	Steel Type 2 Corrugated Pipe Arch	1006.01
(h) Precoated G	alvanized Corrugated Steel Pipe	1006.01
(i) Precoated G	alvanized Corrugated Steel Pipe Arch	1006.01
	Aluminum Alloy Pipe	
	Aluminum Alloy Pipe Arch	
(I) Extra Strengt	th Clay Pipe	1040.02
	wer, Storm Drain, and Culvert Pipe	
	Concrete Culvert, Storm Drain, and Sewer Pipe	
	Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe	
	Concrete Arch Culvert, Storm Drain, and Sewer Pipe	
(q) Polyvinyl Chl	oride (PVC) Pipe	1040.03
	Polyvinyl Chloride (PVC) Pipe with a Smooth Interior	
	Polypropylene (CPP) pipe with smooth Interior	
	Polyethylene (PE) Pipe with a Smooth Interior	
	(PE) Pipe with a Smooth Interior	
	kets and Preformed Flexible Joint Sealants for Concrete F	
	Sealer for Pipe	
` '	lling Band	
	ate (Note 1)	
	egate (Note 2)	
	apid Hardening Mortar or Concrete	
	rout	
` '	nt Bars and Welded Wire Fabric	
(dd) Handling Hol	le Plugs	1042.16

Note 1. The fine aggregate shall be moist.

Note 2. The coarse aggregate shall be wet."

Revise the table for permitted materials in Article 542.03 of the Standard Specifications as follows:

"Class	Materials
Α	Rigid Pipes:
	Extra Strength Clay Pipe
1	Concrete Sewer Storm Drain and Culvert Pipe, Class 3 Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Clivert, Storm Brain, and Sewer Pipe  Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
С	Rigid Pipes:
	Extra Strength Clay Pipe
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe
	Flexible Pipes: Aluminized Steel Type 2 Corrugated Pipe
	Aluminized Steel Type 2 Corrugated Pipe Arch
	Precoated Galvanized Corrugated Steel Pipe
	Precoated Galvanized Corrugated Steel Pipe Arch
	Corrugated Aluminum Alloy Pipe
	Corrugated Aluminum Alloy Pipe Arch
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior Polyethylene (PE) Pipe with a Smooth Interior
	Corrugated Polypropylene (CPP) Pipe with Smooth Interior
D	Rigid Pipes:
	Extra Strength Clay Pipe
	Concrete Sewer Storm Drain and Culvert Pipe, Class 3
	Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain, and Sewer Pipe
	Reinforced Concrete Arch Culvert, Storm Drain, and Sewer Pipe Flexible Pipes:
	Corrugated Steel Pipe
	Corrugated Steel Pipe Arch
	Bituminous Coated Corrugated Steel Pipe
	Bituminous Coated Corrugated Steel Pipe Arch
	Zinc and Aramid Fiber Composite Coated Corrugated Steel Pipe
	Aluminized Steel Type 2 Corrugated Pipe
	Aluminized Steel Type 2 Corrugated Pipe Arch Precoated Galvanized Corrugated Steel Pipe
	Precoated Galvanized Corrugated Steel Pipe Precoated Galvanized Corrugated Steel Pipe Arch
	Corrugated Aluminum Alloy Pipe
	Corrugated Aluminum Alloy Pipe Arch
	Polyvinyl Chloride (PVC) Pipe
	Corrugated Polyvinyl Chloride (PVC) Pipe with a Smooth Interior
	Corrugated Polyethylene (PE) Pipe with a Smooth Interior
	Polyethylene (PE) Pipe with a Smooth Interior"
	Corrugated Polypropylene (CPP) Pipe with Smooth Interior

Revise Articles 542.03(b) and (c) of the Standard Specifications to read:

- "(b) Extra strength clay pipe will only be permitted for pipe culverts Type 1, for 10 in., 12 in., 42 in. and 48 in. (250 mm, 300 mm, 1050 mm and 1200 mm), Types 2, up to and including 48 in. (1200 mm), Type 3, up to and including 18 in. (450 mm), Type 4 up to and including 10 in. (250 mm), for all pipe classes.
- (c) Concrete sewer, storm drain, and culvert pipe Class 3 will only be permitted for pipe culverts Type 1, up to and including 10 in (250 mm), Type 2, up to and including 30 in. (750 mm), Type 3, up to and including 15 in. (375 mm); Type 4, up to and including 10 in. (250 mm), for all pipe classes."

Replace the pipe tables in Article 542.03 of the Standard Specifications with the following:

	Type 7	Fill Height:	Greater than 30'	not exceeding 35'	^	>	^	^	>	۸	٨	>	^	^	>	>	^	2730	2740	2750	2750	2760	2770	
e Pipe	Type 6	Fill Height:	Greater than 25'	not exceeding 30'	^	^	۸	۸	>	Λ	۸	>	^	^	>	>	۸	2370	2380	2390	2400	2410	2410	
"Table IA: Classes of Reinforced Concrete Pipe for the Respective Diameters of Pipe and Fill Heights over the Top of the Pipe	Type 5	Fill Height:	Greater than 20'	25'	Λ	>		۸	2	\ \	۸	2	۱۸	2	2	2	۸	2020	2020	2030	2040	2050	2060	
"Table IA: Classes of Reinforced Concrete Pipe live Diameters of Pipe and Fill Heights over the	Type 4	Fill Height:	Greater than 15'	20'	۸۱	2	\ 	Α	2	IV	Λ	2	1/	2	2	2	2	2	IV IV	1680	1690	1700	1710	
"Table IA: Class pective Diameters of	Type 3	Fill Height:	Greater than 10'	15'		=	=	=	=		111	=	=	=	=	=	=	=	=	=	=	2	1360	
for the Resp	Type 2	Fill Height:	Greater than 3'	10,		=	=	_	=	_	_	_	_	_						=	=	=	=	
	Type 1	Fill Height:	3' and less	1' min cover	<u>\</u>	2	2		=	2	Ξ	=	=		=	=		=	_	_	=	=	=	
		Nominal	Diameter   in.		12	15	18	21	24	30	36	42	48	54	09	99	72	78	84	06	96	102	108	Notos:

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, Type 2 bedding and Class C Walls

		G off roj	Table IA: Classe	Table IA: Classes of Reinforced Concrete Pipe	Pipe er the Top of the Dise		
			יפארפרוועם חשוופופוא ח	(Metric)			
	Type 1	Type 2	Туре 3	Type 4	Type 5	Type 6	Type 7
Nominal Diameter	Fill Height:	Fill Height:	Fill Height:	Fill Height:	Fill Height:	FIII Height:	Fill Height:
E	1 m and less 0.3 m min cover	Greater than 1 m not exceeding 3 m	Greater than 3 m not exceeding 4.5 m	Greater than 4.5 m not exceeding 6 m		Greater than 6 m not Greater than 7.5 m not exceeding 7.5 m	Greater than 9 m not exceeding 10.5 m
300	^			۸	۸۱	۸	^
375	^		=	2	2	>	>
450	Λ			\	ΛI	^	^
525			=	2	2	>	>
900	≡		=	2	2	>	>
750	۸l			2	\/	>	>
006	=		=	2	^	>	>
1050	=	_	=	2	^	>	>
1200	=		=	Λ	Λ	^	>
1350	=	=	=	2	Δ	>	>
1500	=	=	=	2	Λ	>	>
1650			=	\ \	Λ	>	>
1800		-	=	2	>	>	>
1950	=	_	******	\ \	100	110	130
2100	=	_		IV I	100	110	130
2250	=	=	=	88	100	110	130
2400	=	=	=	88	100	110	130
2550	=	=	2	8	100	120	130
2700	=	=	70	80	100	120	130
100							

Notes: A number indicates the D-Load for the diameter and depth of fill and that a special design is required. Design assumptions; Water filled pipe, Type 2 bedding and Class C Walls

		FOR T	TABLE 18: THICKNESS OF CORRUGATED STEEL PIPE FOR THE RESPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"x1/2", 3"x1" AND 5"x1" CORRUGATIONS	ECTIVE	D!AMET	ER OF P	TAE IPE AND	ILE IB: 1	THICKNE EIGHTS (	SS OF C	ORRUG E TOP (	ATED ST OF THE F	reel, PIP IIPE FOF	E 1 2 2/3"x"	1/2", 3"x	I" AND 5	"x1" COF	RUGAT	SNO		
		Type 1			Type 2			Туре 3			Type 4			Type 5			Туре 6			Туре 7	
Nominal		Fill Height:	<u>;;</u>		Fill Height:	ي: ا	i.	Fill Height:	÷	i i i i i i i i i i i i i i i i i i i	Fill Helght:		I II	Fill Height:	,	II.	Fill Height:		IL.	Fill Height:	
Diameter in.		3' and less 1' min. cover	ss /er	টু টু	Greater than 3' not exceeding 10'	n 3.	Gre not e	Greater than 10' not exceeding 15'	10' g 15'	Gree not e:	Greater than 15' not exceeding 20'	15. <sub>1</sub> 20'	Gree not e	Greater than 20' not exceeding 25'	20.	Gres not e	Greater than 25° not exceeding 30°	30,	Gree not e	Greater than 30' not exceeding 35'	35.
	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"×1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"x1"	2 2/3" x 1/2"	3"x1"	5"×1"	2 2/3" × 1/2"	3"x1"	5"x1"
12"	0.109			0.079			6.00			0.079			0.079			0.079			0.079		
15	0.109			0.079			0.079			0.079			0.079			0.109			0.109		
18	0.109			0.079			0.079			0.079			0.109	1		0.109			0.109		
21	0.109			0.079			0.079			0.079			0.109			0.109			0.109		
24	0.109			0.079			0.079			0.109			0.109			0.109			0.109		
30	0.109			0.079			0.109			0.109			0.109			0.109			0.109		
36	0.109E			0.079			0.109			0.109			0.109			0.109			0.138E		
42	0.109	0.109	0.109	0.079	0.079	0.079	0.109	0.079	0.109	0.109	0.079	0.109	0.109	0.109	0.109	0.109E	0.109	0.109	0.138E	0.109	0.109
48	0.109	0.109	0.109	0.109	0.079	0.02	0.109	0.079	0.109	0.109	0.109	0.109	0.109	0.109	0.109	0.138E	0.109	0.109	0.138E	0.109	0.109
54	0.109	0.109	0.109	0.109	0.079	0.109	0.109	0.079	0.109	0.109	0.109	0.109	0.109	0.109	0.109	0.138E	0.109	0.109	0.168E	0.138	0.138
09	0.109	0.109	0.109	0.109	0.079	0.103	0.109	0.079	0.109	0.109	0.109	0.109	0.138	0.109	0.109	0.138E	0.109	0.138	0.168E	0.138E	0.138E
99	0.138	0.109	0.109	0.138	0.079	0.109	0.138	0.109	0.109	0.138	0.109	0.109	0.138	0.109	0.109	0.138E	0.138	0.138	0.168E	0.138E	0.168E
72	0.138	0.109	0.109	0.138	0.079	0.103	0.138	0.109	0.109	0.138	0.109	0.109	0.138	0.109	0.138	0.168E	0.138E	0.138E	0.168E 0.138E	0.138E	0.168E
78	0.168	0.109	0.109	0.168	0.079	0.109	0.168	0.109	0.109	0.168	0.109		0.168	0.138		0.168E	0.168E 0.138E 0.138E 0.168E 0.168E	).138E	0.168E	0.168E	0.168E
84	0.168	0.109	0.138	0.168	0.079	0.109	0.168	0.109	0.109	0.168	0.109	+	0.168	0.138	-	0.168E	0.168E 0.138E 0.168E 0.168E 0.168E	).168E	0.168E	0.168E	0.168E
90		0.138	0.138		0.079	0.109		0.109	0.109		0.109	0.138		0.138	0.138		0.168E 0.168E	).168E		0.168E	0.168E
96		0.138	0.138		0.109	0.103		0.109	0.109		0.138	0.138		0.138	0.168		0.168E 0.168E	).168E		0.168E	0.168E
102		0.138Z	0.138Z		0.109	0.109		0.109	0.109		0.138	0.138		0.138	0.168	•	0.168E 0.168E	).168臣			
108		0.138Z	0.168Z		0.109	0.109		0.109	0.109		0.138	0.138		0.168	0.168		0.168E 0.168E	),168E			Ė
114		0.138Z	0.168Z		0.109	0.103		0.109	0.109		0.138	0.168		0.168	0.168		0.168E 0.168E	),168E			
120		0.138Z	0.1682		0.109	0.103		0.109	0.138		0.138	0.168		0.168	0.168						
126		0.168Z	0.168Z	-	0.138	0.138		0.138	0.138		0.138	0.168		0.168	0.168						
132		0.168Z			0.138	0.138		0.138	0.138		0.168	0.168		0.168	0.168						
138		0.1682			0.138	0.138		0.138	0.138		0.168	0.168		0.168	0.168						
144		0.1682	0.168Z		0.168	0.168		0.168	0.168	1	0.168	0.168	1	1	٦			1			

Notes:

1 1/2" x 1/4" corrugations shall be use for 6", 8", and 10" diameters.

E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 1-6" Minimum fill

Z 1-6" Minimum fill
Longitudinal seams assumed.

TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE IPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 68 mm x 13 mm, 75 mm x 25 mm AND 125 mm x 25 mm CORRUGATIONS (Metric)	Type 6 Type 7	Greater than 7.5 m	_	125 x 25 68 x 13 75 x 25 125 x 25 68 x 13 75 x 25 125 x 25 mm mm mm mm mm mm	2.01	2.77	2.77	2.77	2.77	2.77	2.77 3.51E	2.77 2.77E 2.77 2.51E 2.77 2.77	2.77 3.51E 2.77 2.77 3.51E 2.77 2.77	2.77 3.51E 2.77 2.77 4.27E 3.51 3.51	2.77 3.51E 2.77 3.51 4.27E 3.51E 3.51E	2.77 3.51E 3.51 3.51 4.27E 3.51E 4.27E	3.51 4.27E 3.51E 3.51E 4.27E 3.51E 4.27E	3.51 4.27E 3.51E 3.51E 4.27E 4.27E 4.27E	3.51 4.27E 3.51E 4.27E 4.27E 4.27E 4.27E	3.51 4.27E 4.27E 4.27E 4.27E	4.27E	4.27 4.27E 4.27E	4.27 4.27E 4.27E	4.27 4.27E 4.27E	4.27	4.27	4.27	4.27	
EL PIPE n x 13 mm,	Type 5	Greater than 6 m	not exceeding 7.5 m	68 x 13 75 x 25 mm		2.01	2.77	2.77	2.77	2.77	2.77	2.77 2.77	2.77 2.77	2.77 2.77	3.51 2.77	3.51 2.77	3.51 2.77	4.27 3.51	4.27 3.51	3.51	3.51	3.51	4.27	4.27	4.27	4.27	4.27	4.27	
TABLE IB: THICKNESS OF CORRUGATED STEEL PIPE GHTS OVER THE TOP OF THE PIPE FOR 68 mm x 13 m (Metric)		1.5 m	16 m	125 x 25 6								2.77	2.77	2.77	2.77	2.77		2.77	2.77	3.51	3.51	3.51	3.51	4.27	4.27	4.27	4.27	4.27	4.27
OF CORRUG )F THE PIPE (Metric)	Type 4	Greater than 4.5 m	exceeding	75 x 25 mm								2.01	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51	3.51	3.51	3.51	4.27	4.27	4.27
NESS OF TOP OF '		Gre	<u>p</u>	5 68 x 13 mm	2.01	2.01	2.01	2.01	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	4.27	4.27										
3: THICK /ER THE	3	ш. п.з. г.	g 4.5 m	68 x 13 75 x 25 125 x 25								2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51	3.51	4.27
TABLE IE SHTS OV	Type 3	Greater than 3 m	not exceeding 4.5 m	3 75 × 25								2.01	2.01	2.01	2.01	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51	4.27
FILL HEK		<u> </u>	not To		2.01	2.01	2.01	2.01	2.01	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	4.27	4.27										
PE AND	÷	. E.	ng 3 m	125 x 2								2.01	2.01	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51	4.27
ROFPI	Type 2	Greater than 1 m	not exceeding 3 m	75 x 25								2.01	2.01	2.01	2.01	2.01	2.01	2.01	2.01	2.01	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51	4.27
FOR THE RESPECTIVE DIAMETER OF PI		<u>'</u> &	no	68 x 13 75 x 25 125 x 25 68 x 13 75 x 25 125 x 25 mm mm mm mm mm mm	2.01	2.01	2.01	2.01	2.01	2.01	2.01	2.01	2.77	2.77	2.77	3.51	3.51	4.27	4.27										
ECTIVE (		IIC. GSS	cover	5 125 x 29								2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51		3.51Z	4.27Z	4.27Z	4.27Z	4.272	4.27Z	4.272	4.272
E RESPE	Type 1	1 m and less	3 m mín.	3 75 x 25								2.77	2.77	2.77	2.77	2.77	2.77	2.77	2.77	3.51	3.51	3.51Z	3.512	3.51Z	3.512	4.27Z	4.27Z	4.272	4.272
FOR TH				68 x 13	2.77	2.77	2.77	2.77	2.77	2.77	2.77E	2.77	2.77	2.77	2.77	3.51	3.51	4.27	4.27										
		Nominal Diameter	шш		300	375	450	525	900	750	006	1050	1200	1350	1500	1650	1800	1950	2100	2250	2400	2550	2700	2850	3000	3150	3300	3450	3600

Notes:

38 rmm x 6.5 mm corrugations shall be use for 150 mm, 200 mm, and 250 mm diameters.

E alongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 450 mm E F0 mm Minimum FIII

Longitudinal seams assumed.

FOR THI	E RESPECT	FOR THE RESPECTIVE DIAMETE	TABLE ER OF PIF	E IC: THICK! PE AND FILL	VESS OF HEIGHT	CORRUGAT SOVER THE	ED ALUN	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/	Y PIPE OR 2 2/3"	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE R OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"x1/2" AND 3"x1" CORRUGATIONS	ส" CORRU	GATIONS	
Ty	Type 1	Туре	2 5	Type 3	3	Type 4	4	Type 5	5	Type 6	9	Type 7	7
FIII	Fill Height:	Fill Height:	ight:	Fill Height:	ght:	Fill Height:	Jht:	Fill Height:	jht:	Fill Height:	ight:	Fill Height:	ght:
3'an 1'min	3' and less 1' min. cover	Greater the	than 3' ding 10'	Greater than 10' not exceeding 15'	ian 10' ling 15'	Greater than 15' not exceeding 20'	an 15' ing 20'	Greater than 20' not exceeding 25'	an 20' ing 25'	Greater than 25' not exceeding 30'	ıan 25' Jing 30'	Greater than 30' not exceeding 35'	ian 30' ling 35'
2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"	2 2/3"x1/2"	3"x1"
90.0		90'0		90.0		90'0		90'0		90:0		0.06	
90.0		90.0		90.0		90.0		90.0		90.0		90.0	
90.0		0.06		90.0		90.0		0.06		90.0		0.075	
0.075E		90.0		90:0		90.0		90.0		0.075		0.075E	
0.075E		90.0		90.0		90.0		90.0		0.075		0.075E	
0.105E		0.075		0.075		0.075		0.075		0.105E		0.105E	
0.105E		0.075		0.075		0.075		0.105		0.105E		0.105E	
0.105E	0.06	0.105	90.0	0.105	90.0	0.105	90.0	0.105	90:0	0.105E	0.105	0.105E	0.105E
0.105E	0.105	0.105	90:0	0.105	90.0	0.105	90.0	0.105	0.105	0.105E	0.105E	0.135E	0.135E
0.105E	0.105	0,105	90.0	0.105	90.0	0.105	0.105	0.105	0.105	0.105E	0.135E	0.135E	0.135E
0.135E	0.105	0.135	90.0	0.135	90.0	0.135	0.105	0.135	0.105	0.135E	0.135E	0.164E	0.135E
0.164E	0.105	0.164	90.0	0.164	0.06	0.164	0.105	0.164	0.135	0.164E	0.135E		0.135E
0,164E	0.135	0.164	90.0	0.164	0.105	0.164	0.105	0.164	0.135		0.135E		0.164E
	0.135	·	0.075		0.105		0.135		0.135		0.135E		0.164E
	0.135		0.105		0.105		0.135		0.135		0.164E		0.164E
	0.135		0.105		0.105		0.135		0.135		0.164E		0.164E
	0.135		0.105		0.105		0.135		0.164		0.164E		
	0.135Z		0.135		0.135		0.135		0.164		0.164E		
	0.135Z		0.135		0.135		0.135		0.164				
	0.164Z		0.164		0.164		0.164		0.164				
	0.164Z		0.164		0.164		0.164		0.164				

Notes: E Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 1'-6"

<u>й</u>	OR THE RE	∃SPECTI\	'E DIAME1	TABLI	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/ (Metric)	KNESS OF	CORRUG S OVER TI (Metric)	ATED ALU HE TOP OI )	MINUM AI THE PIP	TABLE IC: THICKNESS OF CORRUGATED ALUMINUM ALLOY PIPE FOR THE RESPECTIVE DIAMETER OF PIPE AND FILL HEIGHTS OVER THE TOP OF THE PIPE FOR 2 2/3"x1/2" AND 3"x1" CORRUGATIONS (Metric)	"x1/2" AND	3"x1" COF	RUGATIO	S
	Type '	e 1	T <sub>YF</sub>	Type 2	Typ	Type 3	Туя	Type 4	Ty	Type 5	Type 6	9 6	Type 7	3 7
1	Fill Height:	eight:	Ī	Fill Height:	H III	Fill Height:	FILLE	Fill Height:		Fill Height:	Fill Height:	ight:	Fill Height:	aght:
Diameter in.	1 m and less 0.3 m min. cover	id less n. cover	Greater not exce	Greater than 1 m not exceeding 3 m	Greater not exceet	Greater than 3 m not exceeding 4.5 m	Greater t	Greater than 4.5 m not exceeding 6 m	Greater not exce	Greater than 6 m not exceeding 7.5 m	Greater than 7.5 m not exceeding 9 m		Greater than 9 m not exceeding 10.5 m	าลก 9 m ng 10.5 m
	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm	68 x 13 mm	75 x 25 mm
300	1.52		1.52		1.52		1.52		1.52		1.52		1.52	
375	1.52		1.52		1.52		1.52		1.52		1.52		1.52	
450	1.52		1.52		1.52		1.52		1.52		1.52		1.91	
525	1.91E		1.52		1.52		1.52		1.52		1.91	***************************************	1.91E	
900	1.91E		1.52		1.52		1.52		1.52		1,91		1.91E	
750	2.67E		1.91		1.91		1.91		1.91		2.67E		2.67E	
006	2.67E		1.91		1.91		1.91		2.67		2.67E		2.67E	
1050	2.67E	1.52	2.67	1.52	2.67	1.52	2.67	1.52	2.67	1.52	2.67E	2.67	2.67E	2.67E
1200	2.67E	2.67	2.67	1.52	2.67	1.52	2.67	1.52	2.67	2.67	2.67E	2.67E	3.43E	3.43E
1350	2.67E	2.67	2.67	1.52	2.67	1.52	2.67	2.67	2.67	2.67	2.67E	3.43⊑	3.43€	3.43E
1500	3.43E	2.67	3.43	1.52	3.43	1.52	3.43	2.67	3.43	2.67	3.43€	3.43E	4.17E	3.43E
1650	4.17E	2.67	4.17	1.52	4.17	1.52	4.17	2.67	4.17	3.43	4.17E	3.43E	*******	3.43E
1800	4.17E	3.43	4.17	1.52	4.17	2.67	4.17	2.67	4.17	3.43		3.43⊑	**************	4.17E
1950		3.43		1.91		2.67		3.43		3.43		3.43⊑		4.17E
2100		3.43		2.67		2.67		3.43		3.43		4.17E		4.17E
2250		3.43		2.67		2.67		3.43		3.43		4.17E		4.17E
2400		3.43		2.67		2.67		3.43		4.17		4.17E		
2550		3.43Z		3.43		3.43		3.43		4.17		4.17E	erevennen.	
2700		3.43Z		3.43		3.43		3.43		4.17				
2850		4.17Z		4.17		4.17		4.17		4.17				
3000		4.17Z		4.17		4.17		4.17		4.17				

Notes: Elongation according to Article 542.04(e), the elongation requirement for Type 1 fill heights may be eliminated for fills above 450 mm.

KNESS FOR CORRUGATED STEEL PIPE ARCHES AND CORRUGATED ALUMINUM ALLOY PIPE ARCHES HE RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE	Type 2 Type 3	FIII Height:	Greater than 3' not exceeding 10' Greater than 10' not exceeding 15'	el Aluminum Steol Aluminum	1" 5" x 1" 2 2/3" x 3"x1" 2 2/3" x 3"x1" 5" x 1" 2 2/3" x 3"x1" 1/2" x 3"x1"	00.060 0.079 0.060	090.0 6.000	0900 0.079 0.060	0.075 0.079 0.075	0.075 0.109 0.075	0.105 0.109 0.105	0.105 0.109 0.105	79 0.109 0.135 0.060 0.109 0.079 0.109 0.135 0.060	79 0.109 0.135 0.060 0.109 0.079 0.109 0.135 0.060	79 0.109 0.164 0.060 0.138 0.109 0.109 0.164 0.060	79 0.109 0.075 0.168 0.109 0.109 0.105	79 0.109 0.105 0.168 0.109 0.109 0.105	79 0.109 0.105 0.109 0.109 0.105	39 0.109 0.105 0.109 0.109	0.109 0.135 0.109 0.109 0.135	0.109 0.164 0.109 0.109 0.164	0.109 0.109 0.109 0.109 0.164	38 0.138 0.138	38 0.138 0.138	38 0.168 0.168
IGATED ALUMIN HEIGHTS OVER	Typ	HIIH	Greater than 3' n	Steel	2 2/3" × 3"x1" 5" ›	0.079	0.079	0.079	0.079	0.079	0.079	0.109	0.109 0.079 0.1	0.109 0.079 0.1	0.138 0.079 0.1	0.168 0.079 0.1	0.168 0.079 0.1	0.079 0.1	0,109 0.1	0.109 0.1	0.109 0.1	0.109 0.1	0.138 0.1	0.138 0.1	0.168 0.1
HES AND CORRU				Aluminum	2 2/3" × 3"x1" 2 2 1/2" 3"x1" 1	0.060	0.060 0.	0.060 0.	0.075 0.0	0.075 0.	0.105 0.	0.105 0.	0.135 0.060 0.	0.135 0.060 0.	0.164 0.060 0.	0.105 0.	0.105 0.	0.105	0.105	0.135	0.164	0.164			
O STEEL PIPE ARCI NT ROUND SIZE OI	Type 1	Fill Height:	3' and less	Steel	X 3"x1" 5" x 1"	ō.	0		Ō.	0	g		0.079 0.109	9 0.109 0.109	18 0.109 0.109	8 0.109 0.109	8 0.109 0.109	0.109 0.109	0.109 0.109	0.109 0.109	0.109 0.109	0.109 0.109	0.138 0.138	0.138 0.138	0.168 0.168
OR CORRUGATEI STIVE EQUIVALEI		Mín.		8,000	Aluminum 2 2/3" 1/2"	1*-6" 0.079	1'-6" 0.109	1'-6" 0.109	1'-6" 0.109	16" 0.109	1'-6" 0.109	1'-6" 0.109	1'-6" 0.109	1'-6" 0.109	1'-6" 0.138	1'-6" 0.168	1'-6" 0.168	1,-6"		1,-6"	1,-6"	 	16."	1-6"	1-6"
A: THICKNESS FC FOR THE RESPEC		Corrugated Steet	5 × 15	Span	(in.) (in.)								53 41	60 46	66 51	73 55	81 59			103 71	112 75		128 83		142 91
Table IIA: THIC FOR TH	Corrugated	Steel & Aluminum	Pipe Arch 3" x 1"		(in.) (in.)								53 41	60 46		73 55		87 63		103 71	112 75		128 83	137 87	142 91
	Corrugated	Steel & Aluminum	Pipe Arch 2 2/3" x 1/2"		(in.) (in.)		21 15			35 24			57 38	64 43		77 52									
			Equivalent Round Size in.			15	8	21	24	8	36	42	48	54	09	99	72	78	84	06	96	102	108	114	120

Notes:
The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 3 tons per square foot.
The Type 2 and 3 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 2 tons per square foot.
This minimum bearing capacity will be determined by the Engineer in the field.

Corrugated	***************************************																			
	-	400	3					Type 1					Type 2					Type 3		
Steel & Aluminum		Corrugaled Steel & Aluminum	_	Corrugated Steel Pipe Arch	Min.			Fill Height:				ĬΈ	Fill Height:				II.	FIII Height:		
Pipe Arch 68 x 13 mm		Fipe Arch 75 x 25 mm		125 x 25 mm			-	1 m and less	<b>'0</b>		Great	er than 1	Greater than 1 m not exceeding 3 m	ceeding	3 m	Greate	er than 3	Greater than 3 m not exceeding 4.5 m	eeding 4	5 m
1	-	Snan Bis	Span	i ii	Stool &		Steel		Aluminum	mnu		Steel		Aluminum	E DI		Steel		Aluminum	שחר
mm)	mm)	(mm) (mm)			<	, 68 × 13 mm	75 x 25 mm	75 x 25 125 x 25 mm mm	68 x 13 75 x 25 mm mm		68 x 13 75 x 25 125 x 25 mm mm	5 x 25 1		68 x 13 75 x 25 mm mm		58 x 13 mm	68 x 13 75 x 25 125 x 25 mm		68 x 13 75 x 25 mm mm	75 x 25 mm
430 33	330				0.5 m	2.01			1.52		2.01			1.52		2.01			1.52	
530 36	380				0.5 m	2.77			1.52		2.01			1.52		2.01			1.52	
610 46	460		_		0.5 m	2.77			1.52	-	2.01			1.52		2.01			1.52	
710 51	510				0.5 m	2.77			1.91		2.01	•		1.91		2.01			1.91	
870 63	630				0.5 m	2.77			1.91		2.01			1.91		2.77			1.91	
1060 74	740				0.5 m	2.77			2.67		2.01			2.67		2.77			2.67	
1240 84	840				0.5 m	2.77			2.67		2.77			2.67		2.77			2.67	
1440 97	970 1	1340 1050	50 1340	40 1050	50 0.5 m	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52
1620 11	1100	1520 1170		1520 1170	70 0.5 m	2.77	2.77	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52	2.77	2.01	2.77	3.43	1.52
1800 12	1200	1670 1300	00 1670	70 1300	30 0.5 m	3.51	2.77	2.77	4.17	1.52	3.51	2.01	2.77	4.17	1.52	3.51	2.77	2.77	4.17	1.52
1950 13	1320 1	1850 1400	00 1850	50 1400	0.5 m	4.27	2.77	2.77		2.67	4.27	2.01	2.77		1.91	4.27	2.77	2.77		2.67
2100 14	1450 2	2050 1500	00 2050	50 1500	0.5 m	4.27	2.77	2.77		2.67	4.27	2.01	2.77		2.67	4.27	2.77	2.77		2.67
	c/l	2200 1620	20 2200	00 1620	20 0.5 m		2.77	2.77		2.67		2.01	2.77		2.67		2.77	2.77		2.67
	C)	2400 1720	20 2400	00 1720	20 0.5 m		2.77	2.77		2.67		2.77	2.77		2.67		2.77	2.77		2.67
	2	2600 1820	20 2600	00 1820	20 0.5 m		2.77	2.77		3.43		2.77	2.77		3.43		2.77	2.77		3.43
	C/J	2840 1920	20 2840	40 1920	20 0.5 m		2.77	2.77		4.17		2.77	2.77		4.17		2.77	2.77		4.17
	24	2970 2020	20 2970	70 2020	20 0.5 m		2.77	2.77		4.17		2.77	2.77		4.17		2.77	2.77		4.17
	60	3240 2120	20 3240	40 2120	20 0.5 m		3.51	3.51				3.51	3.51				3.51	3.51		
	n	3470 2220	20 3470	70 2220	20 0.5 m		3.51	3.51				3.51	3,51				3.51	3.51		
	ദ	3600 2320	20 3600	00 2320	20 0.5 m		4.27	4.27				4.27	4.27				4.27	4.27		

Notes:
The Type 1 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 290 kN per square meter.
The Type 2 and 3 corrugated steel or aluminum pipe arches shall be placed on soil having a minimum bearing capacity of 192 kN per square meter.
This minimum bearing capacity will be determined by the Engineer in the field.

د ه د ه	9 B	pipe	\[\sigma\]	Concrete   Concrete
		Alse 3 1/5 5 1/5	-	Span 18 22 26 26 26
		11 3 1, 5 1,		18 22 26
_		5.7		22 26
		2 1/2		26
10" HE-III	-			0,100
-0"   HE-III	1.	18	28 1/2   18	7/1 87
		2 1/2	36 1/4 22 1/2	36 1/4
10" HE-III		2 1/	36 1/4 22 1/2	36 1/4
1' -0" HE-II		9/5 9/	43 3/4 26 5/8	43 3/4
	_	1 5/1	51 1/8 31 5/16	51 1/8
	<del>-</del>	36	58 1/2 36	
'-0" HE-I	1.	40	65 40	65
	<u>-</u>	5	73 45	73
	÷	54	88 54	
1'-0" HE-I	1.	54	88 54	88

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

	<u> </u>	Table IIB: CL/ FOR THE RI	ASSES OF R ESPECTIVE	ÆINFORCE! EQUIVALEN	CLASSES OF REINFORCED CONCRETE ELLIPTICALL AND REINFORCED CONCRETE ARCH PIPE E RESPECTIVE EQUIVALENT ROUND SIZE OF PIPE AND FILL HEIGHTS OVER THE TOP OF PIPE (Metric)	IPTICALL ANI F PIPE AND F ric)	D REINFORCE FILL HEIGHTS	ED CONCRET OVER THE T	TE ARCH PIP TOP OF PIPE	ш	
						Typ	Type 1	Type 2	3.2	Type 3	e 3
Equivalent Round Size (mm)	Reinforced Concrete Elliptical pipe (mr	Reinforced Concrete otical pipe (mm)	Reinforced Concrete Arch pipe (mm)	Reinforced Concrete ch pipe (mm)	Minimum Cover	FIII H 1 m ar	Fill Height: 1 m and less	Fill Height: Greater than 1 m not exceeding 3 m	eight: In 1 m not Ig 3 m	Fill Height: Greater than 3 m not exceeding 4.5 m	eight: an 3 m not ig 4.5 m
	Span	Rise	Span	Rise	RCCP HE & A	HE	Arch	롸	Arch	표	Arch
375	584	356	457	579	0.3 m	HE-III	H-H	HE-III	H-III	HE-IV	A-IV
450	584	356	559	343	0.3 m	早里	H-III	HE-II	A-III	HE	A-IV
525	762	483	999	394	0.3 m	HE-HI	H-H	里里	H-III	HE-IV	A-IV
900	762	483	724	457	0.3 m	HE-III	A-III	HE-III	A-III	HE-IV	A-IV
989	864	559	921	572	0.3 m	HE-III	A-III	≕翌	A-III	HE-IV	A-IV
750	965	610	921	572	0.3 m	HE-III	H-III	HE-III	H-H	HE-IV	A-IV
900	1143	737	1111	929	0.3 m	HE-II	A-II	HE-III	A-III	HE-IV	A-IV
1050	1346	864	1299	795	0.3 m	HE	H-A	三	A-III	HE-1<	A-IV
1200	1524	965	1486	914	0.3 m	HE-I	 H	분	A-III	70	20
1350	1727	1092	1651	1016	0.3 m	HE-I	A-II	HE-III	A-III	70	70
1500	1930	1219	1854	1143	0.3 m	出	A-II	HE-III	A-III	70	70
1676	2108	1346	2235	1372	0.3 m	H-I	A-II	HH	A-III	70	20
1800	2311	1473	2235	1372	0.3 m	HE-I	A-II	HE-111	A-III	70	70

Notes:
A number indicates the D-Load for the diameter and depth of fill and that a special design is required.
Design assumptions; Water filled pipe, AASHTO Type 2 installation per AASHTO LRFD Table 12.10.2.1-1

Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE Polyethylene (PE) pipe with a smooth interior
CPE Corrugated Polyethylene (PE) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

Name of the state					FOR A	GIVEN F	TABLE IIIA: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE (Metric)	SLE IIIA: METER /	PLASTIC P AND FILL HE (Metric)	TABLE IIIA: PLASTIC PIPE PERMITTED DIAMETER AND FILL HEIGHT OVER TH (Metric)	PERMITT IT OVER	TED THE TOI	P OF 11.	IE PIPE					
			Type 1					Type 2				-	Type 3				Type 4	4	
Nominal		Fill Height: 1 m and less with 0.3 m min. cover	I Height: 1 m and les with 0.3 m min. cover	and less		Œ 	Fill Height: Greater than 1 m not exceeding 3 m	eight: Greater than not exceeding 3 m	than 1 n 3 m	n,	Fil	Fill Height: Greater than 3 m, not exceeding 4.5 m	leight: Greater than not exceeding 4.5 m	than 3 r 4.5 m	п,	Fill He m,	Fill Height: Greater than 4.5 m, not exceeding 6 m	eding 6 m	n 4.5
Urameter (mm)	PVC	CPVC	ם	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPE	CPP	PVC	CPVC	PE	CPP
250	×	×	×	×	Ϋ́	×	×	×	×	Α̈́	×	×	×	×	NA	×	×	×	¥
300	×	×	×	×	×	×	×	×	×	×	×	×	×	NA	×	×	×	×	¥
375	×	×	ΝA	×	×	×	×	ΝA	×	×	×	×	NA	NA	×	X	×	ΑN	×
450	×	×	×	×	×	×	×	×	×	×	×	×	×	NA	×	×	×	×	¥
525	×	×	Υ	ž	ΝΑ	×	×	NA	NA	AA	×	×	NA	NA	NA	×	×	Ϋ́	N A
900	×	×	×	×	×	×	×	×	X	×	×	×	NA	NA	NA	×	×	×	Ā
750	×	×	×	×	×	×	×	×	×	×	×	×	×	Ϋ́	×	×	×	×	Š
006	×	×	×	×	×	×	×	×	ΑN	×	×	×	×	AN	ΑΝ	×	×	×	Ϋ́
1000	×	NA	×	×	NA	×	NA	×	ΝA	NA	×	NA	×	NA	ΝA	×	VΝ	×	NA
1200	×	A	×	×	×	×	NA	×	ΝΑ	NA	×	NA	×	NA	NA	×	NA	×	NA
Notes:																			

Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
PE Polyethylene (PE) pipe with a smooth interior
CPE Corrugated Polyethylene (PE) pipe with a smooth interior
CPP Corrugated Polypropylene (CPP) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

To ANNANA PARAMANA		Type 7	Fill Height: Greater than 30', not exceeding 35'															
	THE PIPE		Fill Height: Gre	CPVC	××	××	×	×	×	×	NA	Ν A						
RMITTED	OVER THE TOP OF		Fill Height: Greater than 25', not exceeding 30'															
STIC PIPE PE	FILL HEIGHT	Type 6	reater than 25	CPVC	××	××	××	×	×	×	ΝΑ	ΝA						
TABLE IIIB: PLASTIC PIPE PERMITTED	AMETER AND		FIII Height: G	PVC	××	××	×	×	×	×	×	×						
<b>⊢</b>	FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE	ស	nan 20', not exceeding 25'															
							Type 5	Greater than	CPVC	××	××	<×	×	×	×	NA	NA	
			Fill Height: Greater th	PVC	××	××	××	×	×	×	×	×						
			Nomínal Diameter	(in.)	5 5	₹ 2	2 5	24	30	36	42	48						

Notes:
PVC Polyvinyl Chloride (PVC) pipe with a smooth interior
CPVC Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior
X This material may be used for the given pipe diameter and fill height
NA Not Available

		ing 10.5 m												
	Type 7	Fill Height: Greater than 9 m, not exceeding 10.5 m												
THE PIPE		Fill Height: Gre	CPVC	×	×	×	×	×	×	×	×	ΑN	NA	
TABLE IIIB: PLASTIC PIPE PERMITTED FOR A GIVEN PIPE DIAMETER AND FILL HEIGHT OVER THE TOP OF THE PIPE (metric)		Fill Height: Greater than 7.5 m, not exceeding 9 m												
LASTIC PIPE F ID FILL HEIGH (metric)	Туре 6	eater than 7.5	CPVC	×	×	×	×	×	×	×	×	ΝΑ	NA	
TABLE IIIB: P DIAMETER AN		Fill Height: G	PVC	×	×	×	×	×	×	×	×	×	×	
FOR A GIVEN PIPE		Fill Height: Greater than 6 m, not exceeding 7.5 m												
	Type 5	eater than 6 m	CPVC	×	×	×	×	×	×	×	×	NA	¥N	
		Fill Height: Gr	PVC	×	×	×	×	×	×	×	×	×	×	
		Nominal	(mm)	250	300	375	450	525	009	750	006	1000	1200	

Notes: PVC CPVC X X NA

Polyvinyl Chloride (PVC) pipe with a smooth interior Corrugated Polyvinyl Chloride (CPVC) pipe with a smooth interior Polyethylene (PE) pipe with a smooth interior This material may be used for the given pipe diameter and fill height Not Available"

Revise the first sentence of the first paragraph of Article 542.04(c) of the Standard Specifications to read:

"Compacted aggregate, at least 4 in. (100 mm) in depth below the pipe culvert, shall be placed the entire width of the trench and for the length of the pipe culvert, except compacted impervious material shall be used for the outer 3 ft (1 m) at each end of the pipe culvert."

Revise the seventh paragraph of Article 542.04(d) of the Standard Specifications to read:

"PVC, PE and CPP pipes shall be joined according to the manufacturer's specifications."

Replace the third sentence of the first paragraph of Article 542.04(h) of the Standard Specifications with the following:

"The total cover required for various construction loadings shall be the responsibility of the Contractor."

Delete "Table IV: Wheel Loads and Total Cover" in Article 542.04(h) of the Standard Specifications.

Revise the first and second paragraphs of Article 542.04(i) of the Standard Specifications to read:

"(i) Deflection Testing for Pipe Culverts. All PE, PVC and CPP pipe culverts shall be tested for deflection not less than 30 days after the pipe is installed and the backfill compacted. The testing shall be performed in the presence of the Engineer.

For PVC, PE, and CPP pipe culverts with diameters 24 in. (600 mm) or smaller, a mandrel drag shall be used for deflection testing. For PVC, PE, and CPP pipe culverts with diameters over 24 in. (600 mm), deflection measurements other than by a mandrel shall be used."

Revise Articles 542.04(i)(1) and (2) of the Standard Specifications to read:

- "(1) For all PVC pipe: as defined using ASTM D 3034 methodology.
- (2) For all PE and CPP pipe: the average inside diameter based on the minimum and maximum tolerances specified in the corresponding ASTM or AASHTO material specifications."

Revise the second sentence of the second paragraph of Article 542.07 of the Standard Specifications to read:

"When a prefabricated end section is used, it shall be of the same material as the pipe culvert, except for polyethylene (PE), polyvinylchloride (PVC), and polypropylene (PP) pipes which shall have metal end sections."

Revise the first paragraph of Article 1040.03 of the Standard Specifications to read:

"1040.03 Polyvinyl Chloride (PVC) Pipe. Acceptance testing of PVC pipe and fittings shall be accomplished during the same construction season in which they are installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements."

Delete Articles 1040.03(e) and (f) of the Standard Specifications.

Revise Articles 1040.04(c) and (d) of the Standard Specifications to read:

- "(c) PE Profile Wall Pipe for Insertion Lining. The pipe shall be according to ASTM F 894. When used for insertion lining of pipe culverts, the pipe liner shall have a minimum pipe stiffness of 46 psi (317 kPa) at five percent deflection for nominal inside diameters of 42 in. (1050 mm) or less. For nominal inside diameters of greater than 42 in. (1050 mm), the pipe liner shall have a minimum pipe stiffness of 32.5 psi (225 kPa) at five percent deflection. All sizes shall have wall construction that presents essentially smooth internal and external surfaces.
- (d) PE Pipe with a Smooth Interior. The pipe shall be according to ASTM F 714 (DR 32.5) with a minimum cell classification of PE 335434 as defined in ASTM D 3350. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties and the resin used to manufacture the pipe meets or exceeds the minimum cell classification requirements."

Add the following to Section 1040 of the Standard Specifications:

"1040.08 Polypropylene (PP) Pipe. Storage and handling shall be according to the manufacturer's recommendations, except in no case shall the pipe be exposed to direct sunlight for more than six months. Acceptance testing of the pipe shall be accomplished during the same construction season in which it is installed. The section properties shall be according to the manufacturer pre-submitted geometric properties on file with the Department. The manufacturer shall submit written certification that the material meets those properties. The pipe shall meet the following additional requirements.

- (a) Corrugated PP Pipe with a Smooth Interior. The pipe shall be according to AAHSTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be Type S or D.
- (b) Perforated Corrugated PP Pipe with A Smooth Interior. The pipe shall be according to AASHTO M 330 (nominal size 12 to 60 in. (300 to 1500 mm)). The pipe shall be

Type SP. In addition, the top centerline of the pipe shall be marked so that it is readily visible from the top of the trench before backfilling, and the upper ends of the slot perforations shall be a minimum of ten degrees below the horizontal."

## PAVED SHOULDER REMOVAL (BDE)

Effective: April 1, 2014

Revise the first paragraph of Article 440.07(b) of the Standard Specifications to read:

"(b) Measured Quantities. Pavement removal, driveway pavement removal, and paved shoulder removal will be measured for payment in place and the area computed in square yards (square meters)."

Revise Article 440.07(c) of the Standard Specifications to read:

"(c) Adjustment of Quantities. The quantity of pavement removal and paved shoulder removal will be adjusted if their respective thickness varies more than 15 percent from that shown on the plans. The quantity will be either increased or decreased according to the following table.

% change of thickness	% change of quantity
0 to less than 15	0
15 to less than 20	10
20 to less than 30	15
30 to less than 50	20

If the thickness of the existing pavement varies by 50 percent or more from that shown on the plans, the character of the work will be considered significantly changed and an adjustment to the contract will be made according to Article 104.02.

When an adjustment is made for variations in pavement or shoulder thickness a resulting adjustment will also be made in the earthwork quantities when applicable.

No adjustment will be made for variations in the amount of reinforcement."

## PAYROLLS AND PAYROLL RECORDS (BDE)

Effective: January 1, 2014

<u>FEDERAL AID CONTRACTS</u>. Revise the following section of Check Sheet #1 of the Recurring Special Provisions to read:

#### "STATEMENTS AND PAYROLLS

The payroll records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any Contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable.

The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form."

<u>STATE CONTRACTS</u>. Revise Section IV of Check Sheet #5 of the Recurring Special Provisions to read:

## "IV. COMPLIANCE WITH THE PREVAILING WAGE ACT

- 1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto. If the Department of Labor revises the wage rates, the Contractor will not be allowed additional compensation on account of said revisions.
- Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of five years from the later of the date of final payment under the contract or completion of the contract, records of the wages paid to his/her workers. The payroll

records shall include the worker's name, the worker's address, the worker's telephone number when available, the worker's social security number, the worker's classification or classifications, the worker's gross and net wages paid in each pay period, the worker's number of hours worked each day, the worker's starting and ending times of work each day. However, any contractor or subcontractor who remits contributions to a fringe benefit fund that is not jointly maintained and jointly governed by one or more employers and one or more labor organization must additionally submit the worker's hourly wage rate, the worker's hourly overtime wage rate, the worker's hourly fringe benefit rates, the name and address of each fringe benefit fund, the plan sponsor of each fringe benefit, if applicable, and the plan administrator of each fringe benefit, if applicable at a location within the State, during reasonable hours, for inspection by the Department or the Department of Labor; and Federal, State, or local law enforcement agencies and prosecutors.

3. Submission of Payroll Records. The Contractor and each subcontractor shall submit payroll records to the Engineer each week from the start to the completion of their respective work, except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). In addition, starting and ending times of work each day may be omitted from the payroll records submitted to the Engineer. The submittals shall be on the Department's form SBE 48, or an approved facsimile. When there has been no activity during a work week, a payroll record shall still be submitted with the appropriate box ("No Work", "Suspended", or "Complete") checked on the form.

Each submittal shall be accompanied by a statement signed by the Contractor or subcontractor, or an officer, employee, or officer thereof, which avers that: (i) he or she has examined the records and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Act; and (iii) the Contractor or subcontractor is aware that filing a payroll record that he/she knows to be false is a Class A misdemeanor.

4. Employee Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor."

# PORTLAND CEMENT CONCRETE - CURING OF ABUTMENTS AND PIERS (BDE)

Effective: January 1, 2014

Revise Note 7/ of the Index Table of Curing and Protection of Concrete Construction of Article 1020.13 of the Standard Specifications to read:

"7/ Asphalt emulsion for waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18. The top surfaces of abutments and piers shall be cured according to Article 1020.13(a)(3) or (5)."

# PORTLAND CEMENT CONCRETE EQUIPMENT (BDE)

Effective: November 1, 2013

Add the following to the first paragraph of Article 1103.03(a)(5) of the Standard Specifications to read:

"As an alternative to a locking key, the start and finish time for mixing may be automatically printed on the batch ticket. The start and finish time shall be reported to the nearest second."

## PROGRESS PAYMENTS (BDE)

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

"(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics' Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department's Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department's obligation to pay the Contractor, the Contractor's obligation to pay the subcontractor, and the Contractor's or subcontractor's total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved."

# QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012 | Revised: January 1, 2014

Revise Note 7/ of Schedule B of Recurring Special Provision Check Sheet #31 of the Standard Specifications to read:

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 two 6 x 12 in. (150 x 300 mm) cylinder breaks, three 4 x 8 in. (100 x 200 mm) cylinder breaks, or two beam breaks for field tests. Per Illinois Modified AASHTO T 23, cylinders shall be 6 x 12 in. (150 x 300 mm) when the nominal maximum size of the coarse aggregate exceeds 1 in. (25 mm).

## REINFORCEMENT BARS (BDE)

Effective: November 1, 2013

Revise the first and second paragraphs of Article 508.05 of the Standard Specifications to read:

"508.05 Placing and Securing. All reinforcement bars shall be placed and tied securely at the locations and in the configuration shown on the plans prior to the placement of concrete. Manual welding of reinforcement may only be permitted or precast concrete products as indicated in the current Bureau of Materials and Physical Research Policy Memorandum "Quality Control / Quality Assurance Program for Precast Concrete Products", and for precast prestressed concrete products as indicated in the Department's current "Manual for Fabrication of Precast Prestressed Concrete Products". Reinforcement bars shall not be placed by sticking or floating into place or immediately after placement of the concrete.

Bars shall be tied at all intersections, except where the center to center dimension is less than 1 ft (300 mm) in each direction, in which case alternate intersections shall be tied. Molded plastic clips may be used in lieu of wire to secure bar intersections, but shall not be permitted in horizontal bar mats subject to construction foot traffic or to secure longitudinal bar laps. Plastic clips shall adequately secure the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. Plastic clips may be recycled plastic, and shall meet the approval of the Engineer. The number of ties as specified shall be doubled for lap splices at the stage construction line of concrete bridge decks when traffic is allowed on the first completed stage during the pouring of the second stage."

Revise the fifth paragraph of Article 508.05 of the Standard Specifications to read:

"Supports for reinforcement in bridge decks shall be metal. For all other concrete construction the supports shall be metal or plastic. Metal bar supports shall be made of cold-drawn wire, or other approved material and shall be either epoxy coated, galvanized or plastic tipped. When the reinforcement bars are epoxy coated, the metal supports shall be epoxy coated. Plastic supports may be recycled plastic. Supports shall be provided in sufficient number and spaced to provide the required clearances. Supports shall adequately support the reinforcement bars, and shall permit the concrete to flow through and fully encase the reinforcement. The legs of supports shall be spaced to allow an opening that is a minimum 1.33 times the nominal maximum aggregate size used in the concrete. Nominal maximum aggregate size is defined as the largest sieve which retains any of the aggregate sample particles. All supports shall meet the approval of the Engineer."

Revise the first sentence of the eighth paragraph of Article 508.05 of the Standard Specifications to read:

"Epoxy coated reinforcement bars shall be tied with plastic coated wire, epoxy coated wire, or molded plastic clips where allowed."

Add the following sentence to the end of the first paragraph of Article 508.06(c) of the Standard Specifications:

"In addition, the total slip of the bars within the splice sleeve of the connector after loading in tension to 30 ksi (207 MPa) and relaxing to 3 ksi (20.7 MPa) shall not exceed 0.01 in. (254 microns)."

Revise Article 1042.03(d) of the Standard Specifications to read:

"(d) Reinforcement and Accessories: The concrete cover over all reinforcement shall be within ±1/4 in. (±6 mm) of the specified cover.

Welded wire fabric shall be accurately bent and tied in place.

Miscellaneous accessories to be cast into the concrete or for forming holes and recesses shall be carefully located and rigidly held in place by bolts, clamps, or other effective means. If paper tubes are used for vertical dowel holes, or other vertical holes which require grouting, they shall be removed before transportation to the construction site."

## REMOVAL AND DISPOSAL OF REGULATED SUBSTANCES (BDE)

Effective: January 1, 2012 Revised: November 2, 2012

Revise Article 669.01 of the Standard Specifications to read:

"669.01 Description. This work shall consist of the transportation and proper disposal of contaminated soil and water. This work shall also consist of the removal, transportation, and proper disposal of underground storage tanks (UST), their content and associated underground piping to the point where the piping is above the ground, including determining the content types and estimated quantities."

Revise Article 669.08 of the Standard Specifications to read:

"669.08 Contaminated Soil and/or Groundwater Monitoring. The Contractor shall hire a qualified environmental firm to monitor the area containing the regulated substances. The affected area shall be monitored with a photoionization detector (PID) utilizing a lamp of 10.6eV or greater or a flame ionization detector (FID). Any field screen reading on the PID or FID in excess of background levels indicates the potential presence of contaminated material requiring handling as a non-special waste, special waste, or hazardous waste. No excavated soils can be taken to a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation with detectable PID or FID meter readings that are above background. The PID or FID meter shall be calibrated on-site and background level readings taken and recorded daily. All testing shall be done by a qualified engineer/technician. Such testing and monitoring shall be included in the work. The Contractor shall identify the exact limits of removal of non-special waste, special waste, or hazardous waste. All limits shall be approved by the Engineer prior to excavation. The Contractor shall take all necessary precautions.

Based upon the land use history of the subject property and/or PID or FID readings indicating contamination, a soil or groundwater sample shall be taken from the same location and submitted to an approved laboratory. Soil or groundwater samples shall be analyzed for the contaminants of concern, including pH, based on the property's land use history or the parameters listed in the maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605. The analytical results shall serve to document the level of soil contamination. Soil and groundwater samples may be required at the discretion of the Engineer to verify the level of soil and groundwater contamination.

Samples shall be grab samples (not combined with other locations). The samples shall be taken with decontaminated or disposable instruments. The samples shall be placed in sealed containers and transported in an insulated container to the laboratory. The container shall maintain a temperature of 39 °F (4 °C). All samples shall be clearly labeled. The labels shall indicate the sample number, date sampled, location and elevation, and any other observations.

The laboratory shall use analytical methods which are able to meet the lowest appropriate practical quantitation limits (PQL) or estimated quantitation limit (EQL) specified in "Test Methods for Evaluating Solid Wastes, Physical/Chemical Methods", EPA Publication No. SW-846 and "Methods for the Determination of Organic Compounds in Drinking Water", EPA, EMSL, EPA-600/4-88/039. For parameters where the specified cleanup objective is below the acceptable detection limit (ADL), the ADL shall serve as the cleanup objective. For other parameters the ADL shall be equal to or below the specified cleanup objective."

Replace the first two paragraphs of Article 669.09 of the Standard Specifications with the following:

"669.09 Contaminated Soil and/or Groundwater Management and Disposal. The management and disposal of contaminated soil and/or groundwater shall be according to the following:

- (a) Soil Analytical Results Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels exceed the most stringent maximum allowable concentration (MAC) for chemical constituents in uncontaminated soil established pursuant to Subpart F of 35 Illinois Administrative Code 1100.605, the soil shall be managed as follows:
  - (1) When analytical results indicate inorganic chemical constituents exceed the most stringent MAC but they are still considered within area background levels by the Engineer, the excavated soil can be utilized within the construction limits as fill, when suitable. Such soil excavated for storm sewers can be placed back into the excavated trench as backfill, when suitable, unless trench backfill is specified. If the soils cannot be utilized within the construction limits, they shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
  - (2) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for a Metropolitan Statistical Area (MSA) County, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
  - (3) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, or the MAC within the Chicago corporate limits, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago or within the Chicago corporate limits provided the pH of the soil is within the range of 6.25 9.0, inclusive.

- (4) When analytical results indicate chemical constituents exceed the most stringent MAC but do not exceed the MAC for an MSA County excluding Chicago, the excavated soil can be utilized within the construction limits as fill, when suitable, or managed and disposed of off-site as "uncontaminated soil" at a CCDD facility or an uncontaminated soil fill operation within an MSA County excluding Chicago provided the pH of the soil is within the range of 6.25 - 9.0, inclusive.
- (5) When the Engineer determines soil cannot be managed according to Articles 669.09(a)(1) through (a)(4) above, the soil shall be managed and disposed of off-site as a non-special waste, special waste, or hazardous waste as applicable.
- (b) Soil Analytical Results Do Not Exceed Most Stringent MAC. When the soil analytical results indicate that detected levels do not exceed the most stringent MAC but the pH of the soil is less than 6.25 or greater than 9.0, the excavated soil can be utilized within the construction limits or managed and disposed of off-site as "uncontaminated soil" according to Article 202.03. However the excavated soil cannot be taken to a CCDD facility or an uncontaminated soil fill operation.
- (c) Groundwater. When groundwater analytical results indicate the detected levels are above Appendix B, Table E of 35 Illinois Administrative Code 742, the most stringent Tier 1 Groundwater Remediation Objectives for Groundwater Component of the Groundwater Ingestion Route for Class 1 groundwater, the groundwater shall be managed off-site as a special waste.

All groundwater encountered within lateral trenches may be managed within the trench and allowed to infiltrate back into the ground. If the groundwater cannot be managed within the trench it must be removed as a special or hazardous waste. The Contractor is prohibited from managing groundwater within the trench by discharging it through any existing or new storm sewer. The Contractor shall install backfill plugs within the area of groundwater contamination.

One backfill plug shall be placed down gradient to the area of groundwater contamination. Backfill plugs shall be installed at intervals not to exceed 50 ft (15 m). Backfill plugs are to be 4 ft (1.2 m) long, measured parallel to the trench, full trench width and depth. Backfill plugs shall not have any fine aggregate bedding or backfill, but shall be entirely cohesive soil or any class of concrete. The Contractor shall provide test data that the material has a permeability of less than 10 <sup>-7</sup> cm/sec according to ASTM D 5084, Method A or per another test method approved by the Engineer."

Revise Article 669.14 of the Standard Specifications to read:

"669.14 Final Environmental Construction Report. At the end of the project, the Contractor will prepare and submit three copies of the Environmental Construction Report on the activities conducted during the life of the project, one copy shall be submitted to the Resident Engineer, one copy shall be submitted to the District's Environmental Studies Unit, and one copy shall be submitted with an electronic copy in Adode.pdf format to the Geologic

and Waste Assessment Unit, Bureau of Design and Environment, IDOT, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The technical report shall include all pertinent information regarding the project including, but not limited to:

- (a) Measures taken to identify, monitor, handle, and dispose of soil or groundwater containing regulated substances, to prevent further migration of regulated substances, and to protect workers,
- (b) Cost of identifying, monitoring, handling, and disposing of soil or groundwater containing regulated substances, the cost of preventing further migration of regulated substances, and the cost for worker protection from the regulated substances. All cost should be in the format of the contract pay items listed in the contract plans (identified by the preliminary environmental site investigation (PESA) site number),
- (c) Plan sheets showing the areas containing the regulated substances,
- (d) Field sampling and testing results used to identify the nature and extent of the regulated substances,
- (e) Waste manifests (identified by the preliminary environmental site investigation (PESA) site number) for special or hazardous waste disposal, and
- (f) Landfill tickets (identified by the preliminary environmental site investigation (PESA) site number) for non-special waste disposal."

Revise the second paragraph of Article 669.16 of the Standard Specifications to read:

"The transportation and disposal of soil and other materials from an excavation determined to be contaminated will be paid for at the contract unit price per cubic yard (cubic meter) for NON-SPECIAL WASTE DISPOSAL, or HAZARDOUS WASTE DISPOSAL."

# REMOVAL AND DISPOSAL OF SURPLUS MATERIALS (BDE)

Effective: November 2, 2012

Revise the first four paragraphs of Article 202.03 of the Standard Specifications to read:

"202.03 Removal and Disposal of Surplus, Unstable, Unsuitable, and Organic Materials. Suitable excavated materials shall not be wasted without permission of the Engineer. The Contractor shall dispose of all surplus, unstable, unsuitable, and organic materials, in such a manner that public or private property will not be damaged or endangered.

Suitable earth, stones and boulders naturally occurring within the right-of-way may be placed in fills or embankments in lifts and compacted according to Section 205. Broken concrete without protruding metal bars, bricks, rock, stone, reclaimed asphalt pavement with no expansive aggregate, or uncontaminated dirt and sand generated from construction or demolition activities may be used in embankment or in fill. If used in fills or embankments, these materials shall be placed and compacted to the satisfaction of the Engineer; shall be buried under a minimum of 2 ft (600 mm) of earth cover (except when the materials include only uncontaminated dirt); and shall not create an unsightly appearance or detract from the natural topographic features of an area. Broken concrete without protruding metal bars, bricks, rock, or stone may be used as riprap as approved by the Engineer. If the materials are used for fill in locations within the right-of-way but outside project construction limits, the Contractor must specify to the Engineer, in writing, how the landscape restoration of the fill areas will be accomplished. Placement of fill in such areas shall not commence until the Contractor's landscape restoration plan is approved by the Engineer.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal laws and regulations. When the Contractor chooses to dispose of uncontaminated soil at a clean construction and demolition debris (CCDD) facility or at an uncontaminated soil fill operation, it shall be the Contractor's responsibility to have the pH of the material tested to ensure the value is between 6.25 and 9.0, inclusive. A copy of the pH test results shall be provided to the Engineer.

A permit shall be obtained from IEPA and made available to the Engineer prior to open burning of organic materials (i.e., plant refuse resulting from pruning or removal of trees or shrubs) or other construction or demolition debris. Organic materials originating within the right-of-way limits may be chipped or shredded and placed as mulch around landscape plantings within the right-of-way when approved by the Engineer. Chipped or shredded material to be placed as mulch shall not exceed a depth of 6 in. (150 mm)."

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

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

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

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

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

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

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

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

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

It is not required that all trainees be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

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

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

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

METHOD OF MEASUREMENT The unit of measurement is in hours.

<u>BASIS OF PAYMENT</u> This work will be paid for at the contract unit price of 80 cents per hour for TRAINEES. The estimated total number of hours, unit price and total price have been included in the schedule of prices.

## WARM MIX ASPHALT (BDE)

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

<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.

- "(e) 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.

### 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 mixture design, at the beginning of each production season, and at every plant utilized to produce mixtures, regardless of the mix."

### 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
Parameter	High ESAL Mixture Low ESAL Mixture	All Other Mixtures	See Manual of Test Procedures for Materials
Aggregate Gradation	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
% passing sieves: 1/2 in. (12.5 mm), No. 4 (4.75 mm), No. 8 (2.36 mm), No. 30 (600 μm) No. 200 (75 μm)	Note 4.	Note 4.	
Note 1.			
Asphalt Binder Content by Ignition Oven	1 per half day of production	1 per day	Illinois-Modified AASHTO T 308
Note 2.	Day's production	N/A	Illinois-Modified
	≥ 1200 tons:	IV/A	AASHTO R 35
Note 3.	1 per half day of production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Air Voids	Day's production ≥ 1200 tons:		
Bulk Specific Gravity of Gyratory Sample	1 per half day of production	1 per day	Illinois-Modified AASHTO T 312
Note 5.	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)		
Maximum Specific Gravity of Mixture	Day's production ≥ 1200 tons:  1 per half day of	1 per day	Illinois-Modified AASHTO T 209
	production		
	Day's production < 1200 tons:		
	1 per half day of production for first 2 days and 1 per		

	Frequency of Tests	Frequency of Tests	Test Method
			See Manual of
Parameter	High ESAL Mixture	All Other Mixtures	Test Procedures
	Low ESAL Mixture		for Materials
1	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.

#### **TEMPORARY SHEET PILING**

Effective: September 2, 1994 Revised: January 31, 2012

<u>Description</u>. This work shall consist of furnishing, driving, adjusting for stage construction when required and subsequent removal of the sheet piling according to the dimensions and details shown on the plans and according to the applicable portions of Section 512 of the Standard Specifications.

This work shall also include furnishing, installing and subsequent removal of all miscellaneous steel shapes, plates and connecting hardware when required to attach the sheeting to an existing substructure unit and/or to facilitate stage construction.

<u>General.</u> The Contractor may propose other means of supporting the sides of the excavation provided they are done so at no extra cost to the department. If the Contractor elects to vary from the design requirements shown on the plans, the revised design calculations and details shall be submitted to the Engineer for approval. The calculations shall be prepared and sealed by an Illinois Licensed Structural Engineer. This approval will not relieve the Contractor of responsibility for the safety of the excavation. Approval shall be contingent upon acceptance by all involved utilities and/or railroads.

<u>Material.</u> The sheet piling shall be made of steel and may be new or used material, at the option of the Contractor. The sheet piling shall have a minimum section modulus as shown on the plans or in the approved Contractor's alternate design. The sheeting shall have a minimum yield strength of 38.5 ksi (265 MPa) unless otherwise specified. The sheeting, used by the Contractor, shall be identifiable and in good condition free of bends and other structural defects. The Contractor shall furnish a copy of the published sheet pile section properties to the Engineer for verification purposes. The Engineer's approval will be required prior to driving any sheeting. All driven sheeting not approved by the Engineer shall be removed at the Contractor's expense.

Construction. The Contractor shall verify locations of all underground utilities before driving any sheet piling. Any disturbance or damage to existing structures, utilities or other property, caused by the Contractor's operation, shall be repaired by the Contractor in a manner satisfactory to the Engineer at no additional cost to the Department. The Contractor shall be responsible for determining the appropriate equipment necessary to drive the sheeting to the tip elevation(s) specified on the plans or according to the Contractor's approved design. The sheet piling shall be driven, as a minimum, to the tip elevation(s) specified, prior to commencing any related excavation. If unable to reach the minimum tip elevation, the adequacy of the sheet piling design will require re-evaluation by the Department prior to allowing excavation adjacent to the sheet piling in question. The Contractor shall not excavate below the maximum excavation line shown on the plans without the prior permission of the Engineer. The sheet piling shall remain in place until the Engineer determines it is no longer required.

The sheet piling shall be removed and disposed of by the Contractor when directed by the Engineer. When allowed, the Contractor may elect to cut off a portion of the sheet piling leaving the remainder in place. The remaining sheet piling shall be a minimum of 12 in. (300 mm) below

the finished grade or as directed by the Engineer. Removed sheet piling shall become the property of the Contractor.

When an obstruction is encountered, the Contractor shall notify the Engineer and upon concurrence of the Engineer, the Contractor shall begin working to break up, push aside, or remove the obstruction. An obstruction shall be defined as any object (such as but not limited to, boulders, logs, old foundations etc.) where it's presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven through or around with normal driving procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

<u>Method of Measurement</u>. The temporary sheet piling will be measured for payment in place in square feet (square meter). Any temporary sheet piling cut off, left in place, or driven to dimensions other than those shown on the contract plans without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's expense.

If the Contractor is unable to drive the sheeting to the specified tip elevation(s) and can demonstrate that any further effort to drive it would only result in damaging the sheeting, then the Contractor shall be paid based on the plan quantity of temporary sheeting involved. However, no additional payment will be made for any walers, bracing, or other supplement to the temporary sheet piling, which may be required as a result of the re-evaluation in order to insure the original design intent was met. Portions of the temporary sheet piling left in place for reuse in later stages of construction shall only be measured for payment once.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SHEET PILING.

Payment for any excavation performed in conjunction with this work will not be included in this item but shall be paid for as specified elsewhere in this contract.

Obstruction mitigation shall be paid for according to Article 109.04 of the Standard Specifications.

## PIPE UNDERDRAINS FOR STRUCTURES

Effective: May 17, 2000 Revised: January 22, 2010

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

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

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

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

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

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

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

<u>Method of Measurement.</u> Pipe Underdrains for Structures shall be measured for payment in feet (meters), in place. Measurement shall be along the centerline of the pipe underdrains. All connectors, outlet pipes, elbows, and all other miscellaneous items shall be included in the measurement. Concrete headwalls shall be included in the cost of Pipe Underdrains for Structures, but shall not be included in the measurement for payment.

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

#### GRANULAR BACKFILL FOR STRUCTURES

Effective: April 19, 2012 Revised: October 30, 2012

Revise Section 586 of the Standard Specifications to read:

#### SECTION 586. GRANULAR BACKFILL FOR STRUCTURES

**586.01 Description.** This work shall consist of furnishing, transporting and placing granular backfill for abutment structures.

**586.02 Materials.** Materials shall be according to the following.

ltem	Article/Section
(a) Fine Aggregate	1003.04

#### **CONSTRUCTION REQUIREMENTS**

**586.03 General.** This work shall be done according to Article 502.10 except as modified below. The backfill volume shall be backfilled, with granular material as specified in Article 586.02, to the required elevation as shown in the contract plans. The backfill volume shall be placed in convenient lifts for the full width to be backfilled. Unless otherwise specified in the contract plans, mechanical compaction will not be required. A deposit of gravel or crushed stone placed behind drain holes shall not be required. All drains not covered by geocomposite wall drains or other devices to prevent loss of backfill material shall be covered by sufficient filter fabric material meeting the requirements of Section 1080 and Section 282 with either 6 or 8 oz/sq yd (200 or 270 g/sq m) material allowed, with free edges overlapping the drain hole by at least 12 in. (300 mm) in all directions.

The granular backfill shall be brought to the finished grade as shown in the contract plans. When concrete is to be cast on top of the granular backfill, the Contractor, subject to approval of the Engineer, may prepare the top surface of the fill to receive the concrete as he/she deems necessary for satisfactory placement at no additional cost to the Department.

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

- (a) Contract Quantities. The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) Measured Quantities. This work will be measured for payment in place and the volume computed in cubic yards (cubic meters). The volume will be determined by the method of average end areas behind the abutment.

**586.05** Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) for GRANULAR BACKFILL FOR STRUCTURES.

#### **BRIDGE DECK CONSTRUCTION**

Effective: October 22, 2013 Revised: February 21, 2014

## Revise the Second Paragraph of Article 503.06(b) to read as follows.

"When the Contractor uses cantilever forming brackets on exterior beams or girders, additional requirements shall be as follows."

## Revise Article 503.06(b)(1) to read as follows.

"(1) Bracket Placement. The spacing of brackets shall be per the manufacturer's published design specifications for the size of the overhang and the construction loads anticipated. The resulting force of the leg brace of the cantilever bracket shall bear on the web within 6 inches (150 mm) of the bottom flange of the beam or girder."

### Revise Article 503.06(b)(2) to read as follows.

"(2) Beam Ties. The top flange of exterior steel beams or girders supporting the cantilever forming brackets shall be tied to the bottom flange of the next interior beam. The top flange of exterior concrete beams supporting the cantilever forming brackets shall be tied to the top flange of the next interior beam. The ties shall be spaced at 4 ft (1.2 m) centers. Permanent cross frames on steel girders may be considered a tie. Ties shall be a minimum of 1/2 inch (13 mm) diameter threaded rod with an adjusting mechanism for drawing the tie taut. The ties shall utilize hanger brackets or clips which hook onto the flange of steel beams. No welding will be permitted to the structural steel or stud shear connectors, or to reinforcement bars of concrete beams, for the installation of the tie bar system. After installation of the ties and blocking, the tie shall be drawn taut until the tie does not vary from a straight line from beam to beam. The tie system shall be approved by the Engineer."

### Revise Article 503.06(b)(3) to read as follows.

"(3) Beam Blocks. Suitable beam blocks of 4 in x 4 in (100 x 100 mm) timbers or metal structural shapes of equivalent strength or better, acceptable to the Engineer, shall be wedged between the webs of the two beams tied together, within 6 inches (150 mm) of the bottom flange at each location where they are tied. When it is not feasible to have the resulting force from the leg brace of the cantilever brackets transmitted to the web within 6 inches (150 mm) of the bottom flange, then additional blocking shall be placed at each bracket to transmit the resulting force to within 6 inches (150 mm) of the bottom flange of the next interior beam or girder."

### Delete the last paragraph of Article 503.06(b).

## Revise the third paragraph of Article 503.16 to read as follows.

"Fogging equipment shall be in operation unless the evaporation rate is less than 0.1 lb/sq ft/hour (0.5kg/sq m/hour) and the Engineer gives permission to stop. The evaporation rate shall be determined according to the following formula.

$$E = (T_c^{2.5} - rT_a^{2.5})(1 + 0.4V)x10^{-6} (English)$$
  

$$E = 5[(T_c + 18)^{2.5} - r(T_a + 18)^{2.5}](V + 4)x10^{-6} (Metric)$$

### Where:

 $E = \text{Evaporation Rate, lb/ft}^2/\text{h (kg/sq m/h)}$ 

 $T_c$  = Concrete Temperature, °F (°C)

 $T_{\sigma}$  = Air Temperature, °F (°C)

r = Relative Humidity in percent/100

V = Wind Velocity, mph (km/h)

The Contractor shall provide temperature, relative humidity, and wind speed measuring equipment. Fogging equipment shall be adequate to reach or cover the entire pour from behind the finishing machine or vibrating screed to the point of curing covering application, and shall be operated in a manner which shall not accumulate water on the deck until the curing covering has been placed."

## Revise the third paragraph of Article 503.16(a)(1) to read as follows.

"Subject to the approval of the Engineer, the Contractor may utilize a vibrating screed in lieu of a finishing machine for superstructures with a pour width less than or equal to 24 ft (7.3 m). After the concrete is placed and consolidated, it shall be struck off with a vibrating screed allowing for camber, if required. The vibrating screed shall be of a type approved by the Engineer. A slight excess of concrete shall be kept in front of the cutting edge at all times during the striking off operation. After screeding, the entire surface shall be finished with hand-operated longitudinal floats having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. Decks so finished need not be straightedge tested as specified in 503.16(a)(2)."

## Delete the fifth paragraph of 503.16(a)(1).

## Revise Article 503.16(a)(2) to read as follows.

"(2) Straightedge Testing and Surface Correction. After the finishing has been completed and while the concrete is still plastic, the surface shall be tested for trueness with a 10 ft (3 m) straightedge, or a hand-operated longitudinal float having blades not less than 10 ft (3 m) in length and 6 in. (150 mm) in width. The Contractor shall furnish and use an accurate 10 ft (3 m) straightedge or float which has a handle not less than 3 ft (1 m) longer than 1/2 the pour width. The straightedge or float shall be held in contact with the surface and passed gradually from one side of the superstructure to the other. Advance along the surface

shall be in successive stages of not more than 1/2 the length of the straightedge or float. Any depressions found shall be immediately filled with freshly mixed concrete, struck off, consolidated, and refinished. High areas shall be cut down and refinished."

Replace the second sentence of the first paragraph of Article 1020.13(a)(5) with the following sentences.

"Cotton mats in poor condition will not be allowed. The cotton mats shall be placed in a manner which will not create indentations greater than 1/4 inch (6 mm) in the concrete surface. Minor marring of the surface is tolerable and is secondary to the importance of timely curing."

## Revise Article 1020.14(b) to read as follows.

- "(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.
  - (1) Bridge Deck Concrete. For concrete in bridge decks, slabs, and bridge approach slabs the Contractor shall schedule placing and finishing of the concrete during hours in which the ambient air temperature is forecast to be lower than 85 °F (30 °C). It shall be understood this may require scheduling the deck pour at night in order to utilize the temperature window available. The temperature of the concrete immediately before placement shall be a minimum of 50 °F (10 °C) and a maximum of 85 °F (30 °C).
  - (2) Non-Bridge Deck Concrete. Except as noted above, 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 restrictions above shall be considered at point of placement. 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 by the Contractor to offset anticipated heat loss, but in no case shall the maximum concrete temperature be permitted to exceed the limits stated in this Article."

## Revise Article 1103.13(a) to read as follows.

"(a) Bridge Deck. The finishing machine shall be equipped with: (1) a mechanical strike off device; (2) either a rotating cylinder(s) or a longitudinal oscillating screed which transversely finishes the surface of the concrete. The Contractor may attach other equipment to the finishing machine to enhance the final finish when approved by the Engineer. The finishing machine shall produce a deck surface of uniform texture, free from porous areas, and with the required surface smoothness.

The finishing machine shall be operated on rails or other supports that will not deflect under the applied loads. The maximum length of rail segments supported on top of beams and within the pour shall be 10 ft (3 m). The supports shall be adjustable for elevation and shall be completely in place to allow the finishing machine to be used for the full length of the area to be finished. The supports shall be approved by the Engineer before placing of the concrete is started."

## Revise Article 1103.17(k) to read as follows.

"(k) Fogging Equipment. Fogging equipment shall be hand held fogging equipment for humidity control. The equipment shall be capable of atomizing water to produce a fog blanket by the use of pressure 2500 psi minimum (17.24 MPa) and an industrial fire hose fogging nozzle or equivalent. Fogging equipment attached to the finishing machine will not be permitted."

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- 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 nonminority 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 singleuser 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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.

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# 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 (https://www.epls.gov/), 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.