State of		)
County c	of _	) ss)
		AFFIDAVIT
-		(name of affiant), of,
		, being first duly sworn upon oath, states as follows:
-	1.	That I am the (officer or position) of (bidder) and have personal knowledge of the facts
2		herein stated. That, if selected under this proposal, (bidder) will maintain a business office in the State of Illinois which will be located in
	4.	County, Illinois. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.
		Signature
		Print Name of Affiant
		s instrument was acknowledged before me on the day of,
		Notary Public

(SEAL)

# **INSTRUCTIONS**

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

## PREQUALIFICATION

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

# WHO CAN BID ?

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

# **REQUESTS FOR AUTHORIZATION TO BID**

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

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

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

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

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

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <a href="http://www.dot.il.gov/desenv/delett.html">http://www.dot.il.gov/desenv/delett.html</a> before submitting final bid information.

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

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

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

# **BID SUBMITTAL GUIDELINES AND CHECKLIST**

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

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

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

# STANDARD GUIDELINES FOR SUBMITTING BIDS

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

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

Illinois Office Affidavit (Not applicable to federally funded projects) insert your affidavit after page 4 along with your Cost Adjustments for Steel, Bituminous and Fuel (if applicable).

Cover page (the sheet that has the item number on it) followed by your bid (the Pay Items). If you are using special software or CBID to generate your schedule of prices, <u>do not include the blank pages of the schedule of prices that came with the proposal package.</u>

**Page 4 (Item 9)** – Check "YES" if you will use a subcontractor(s). Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount (if over \$50,000). If you will use subcontractor(s) but are uncertain who or the dollar amount; check "YES" but leave the lines blank.

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

□ Page 10 (Paragraph K) – (Not applicable to federally funded projects) List the Union Local Name and number or certified training programs that you have in place. Your bid will not be read if this is not completed. Do not include certificates with your bid. Keep the certificates in your office in case they are requested by IDOT.

**Page 11 (Paragraph L)** - A copy of your State Board of Elections certificate of registration is no longer required with your bid.

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

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

**Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the Forms can be used and only need to be changed when the financial information changes. The certification <u>signature and date must be original</u> 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 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 you submitted is not correct and you will be required to submit a revised Form A.

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

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

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

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

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

#### QUESTIONS: pre-letting up to execution of the contract

Contractor/Subcontractor pre-qualification	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE)	
Contracts, Bids, Letting process or Internet downloads	217-782-7806
Estimates Unit	217-785-3483
Aeronautics	217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources)	217-782-6302

#### **QUESTIONS:** following contract execution

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

Proposal Submitted By



Name

Address

City

# Letting April 26, 2013

# NOTICE TO PROSPECTIVE BIDDERS

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

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL** 

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



Springfield, Illinois 62764

Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH **Route PARK ROADS** District 1 Construction Funds

PLEASE MARK THE APPROPRIATE BOX BELOW:

A Bid Bond is included.

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

Prepared by

S

Checked by Printed by authority of the State of Illinois Page intentionally left blank



# PROPOSAL

# TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_\_

Taxpayer Identification Number (Mandatory) \_\_\_\_\_a

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

Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADS District 1 Construction Funds

Drainage intake structure, culvert and drainage improvements, pavement removal, new trails and other work at Illinois Beach State Park in Lake County.

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

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

	Amount	of Bid	Proposal Guaranty	An	nount o	f Bid	Proposal Guaranty
Up to		\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$300	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$1,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$3,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$5,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$7,500	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$12,500	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$50,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	\$75,000	over		\$35,000,000	\$1,000,000

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

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

The amount of the proposal guaranty check is \$(). If this proposal is accepted and the undersigned shall fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty shall become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond shall become void or the proposal guaranty check shall be returned to the undersigned.

#### Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another proposal, state below where it may be found.

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

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

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

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

#### **Schedule of Combination Bids**

Combination		Combination Bid						
No.	Sections Included in Combination	Dollars	Cents					

- 7. SCHEDULE OF PRICES. The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices shall govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
- AUTHORITY TO DO BUSINESS IN ILLINOIS. Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to do business in the State of Illinois prior to submitting the bid.

#### 9. The services of a subcontractor will be used.

Check box	Yes	
Check box	No	

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor. (30 ILCS 500/20-120)

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

C-30-009-13 State Job # -

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE--Code -97 - -

District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
K1003680	MULCH	SQ YD	11,528.000				
K1005421	SEEDING SPL	ACRE	2.500				
XX002202	VEH CONT BOLLARDS	EACH	4.000				
XX008397	MULT-USE PATH SEAL CT	SQ YD	160.000				
X0301797	GATE REMOVAL	EACH	1.000				
X0301852	DEWATERING STRUCT N1	EACH	1.000				
X0301853	DEWATERING STRUCT N2	EACH	1.000				
X0301854	DEWATERING STRUCT N3	EACH	1.000				
X0301855	DEWATERING STRUCT N4	EACH	1.000				
X0301856	DEWATERING STRUCT N5	EACH	1.000				
X0301857	DEWATERING STRUCT N6	EACH	1.000				
X0323013	TUBULAR STEEL GATE	EACH	1.000				
X0323359	WASHING & CLEANING	L SUM	1.000				
X0324043	GRATING FOR CONC HDWL	EACH	1.000				
X0325592	REM REPL STONE RIPRAP	CU YD	45.000				

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C-30-009-13 State Job # -

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE--Code -97 - -

District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0326337	DRAINAGE CONTROL STR	EACH	1.000				
X0326861	PULVERIZATION	SQ YD	10,085.000				
X0327590	LOC UNDERGR UTILITIES	L SUM	1.000				
X0350805	FOLD DOWN BOLLARDS	EACH	1.000				
X2110100	TOPSOIL F & P SPL	CU YD	897.000				
X2502014	SEEDING CL 4A MOD	ACRE	2.250				
X2502024	SEEDING CL 4B MOD	ACRE	0.100				
X2511630	EROS CONT BLANKET SPL	SQ YD	210.000				
X2800302	TEMP DITCH CHECKS SPL	FOOT	182.000				
X5121800	PERM STEEL SHT PILING	SQ FT	80.000				
X5420621	PIPE CULV CLEANED 21	FOOT	26.000				
X5420660	PIPE CULV CLEANED 60	FOOT	30.000				
X6040205	FRAMES & LIDS SPECIAL	EACH	1.000				
X6081000	FLAP GATE SPL	EACH	1.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				

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C-30-009-13 State Job # -

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE--Code -97 - -

District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
Z0004002	BOLLARDS	EACH	2.000				
Z0004638	PAVT BREAKING	SQ YD	2,055.000				
Z0005305	BOX CUL TO BE CLEANED	FOOT	100.000				
Z0013798	CONSTRUCTION LAYOUT	L SUM	1.000				
Z0015560	DEBRIS REMOVAL	UNIT	37.400				
Z0022800	FENCE REMOVAL	FOOT	1,213.000				
Z0073002	TEMP SOIL RETEN SYSTM	SQ FT	750.000				
Z0077700	WOOD FENCE REM & RE-E	FOOT	30.000				
20101000	TEMPORARY FENCE	FOOT	5,070.000				
20300100	CHANNEL EXCAVATION	CU YD	40.000				
20800150	TRENCH BACKFILL	CU YD	69.600				
20900110	POROUS GRAN BACKFILL	CU YD	133.800				
21001000	GEOTECH FAB F/GR STAB	SQ YD	4,374.000				
28000400	PERIMETER EROS BAR	FOOT	205.000				
28000500	INLET & PIPE PROTECT	EACH	35.000				

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C-30-009-13 State Job # -

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE--Code -97 - -

District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
28500100	FAB FORM CONC REV MAT	SQ YD	45.000				
35101400	AGG BASE CSE B	TON	1,724.400				
35101600	AGG BASE CSE B 4	SQ YD	37.000				
35800100	PREPARATION OF BASE	SQ YD	4,280.000				
40200800	AGG SURF CSE B	TON	817.000				
44000100	PAVEMENT REM	SQ YD	4,580.000				
44000158	HMA SURF REM 2 1/4	SQ YD	3,990.000				
44004250	PAVED SHLD REMOVAL	SQ YD	35.000				
48300300	PCC SHOULDERS 8	SQ YD	37.000				
50105220	PIPE CULVERT REMOV	FOOT	488.000				
50200100	STRUCTURE EXCAVATION	CU YD	151.000				
50300225	CONC STRUCT	CU YD	12.300				
50300280	CONCRETE ENCASEMENT	CU YD	6.500				
50800105	REINFORCEMENT BARS	POUND	1,850.000				
51201800	FUR STL PILE HP14X73	FOOT	144.000				

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C-30-009-13 State Job # -

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE--Code -97 - -

District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
51202305		FOOT	124.000		<u> </u>		
51602000		FOOT	56.000		•••••••••••••••••••••••••••••••••••••••		
	ANCHOR BOLTS 3/4	EACH	16.000				
54001001		EACH	2.000				
54001002		EACH	2.000				
54010603	PCBC 6X3	FOOT	30.000				
542A0217	P CUL CL A 1 12	FOOT	320.000				
542A0220	P CUL CL A 1 15	FOOT	72.000				
542A0247	P CUL CL A 1 42	FOOT	46.000				
54213681	PRC FLAR END SEC 36	EACH	3.000				
54247170	GRATING-C FL END S 36	EACH	2.000				
54248510	CONCRETE COLLAR	CU YD	5.100				
59300100	CONTR LOW-STRENG MATL	CU YD	4.000				
60221100	MAN TA 5 DIA T1F CL	EACH	1.000				
60240215	INLETS TB T1F CL	EACH	1.000				

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State Job # - C-30-009-13

Project Number DTSH15R10X5008F / / Route

PARK ROAD

County Name -LAKE - -Code -97 - -District -1 - -

Section Number - ILLINOIS STATE BEACH

ltem Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
60257900	MAN RECONST	EACH	2.000				
60500060	REMOV INLETS	EACH	1.000				
67000400	ENGR FIELD OFFICE A	CAL MO	9.000				
67100100	MOBILIZATION	L SUM	1.000				
78008210	POLYUREA PM T1 LN 4	FOOT	190.000				

Page 6 04/09/2013 CONTRACT NUMBER

46250

THIS IS THE TOTAL BID \$

NOTES:

- 1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
- 2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
- 3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
- 4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

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

#### I. GENERAL

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

**B.** In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

**C.** In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

#### **II. ASSURANCES**

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

#### A. Conflicts of Interest

1. The Code provides in pertinent part:

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

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

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

#### B. Negotiations

1. The Code provides in pertinent part:

Section 50-15. Negotiations.

(a) It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### C. Inducements

1. The Code provides:

Section 50-25. Inducement. Any person who offers or pays any money or other valuable thing to any person to induce him or her not to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract or who withholds a bid in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### D. <u>Revolving Door Prohibition</u>

1. The Code provides:

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

2. The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

#### E. Reporting Anticompetitive Practices

1. The Code provides:

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

2. The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid is submitted.

#### F. Confidentiality

1. The Code provides:

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

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

#### G. Insider Information

#### 1. The Code provides:

Section 50-50. Insider information. It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

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

#### **III. CERTIFICATIONS**

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

#### A. Bribery

1. The Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### B. Felons

1. The Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

#### C. Debt Delinquency

#### 1. The Code provides:

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

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

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

#### 1. The Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

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

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

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

#### F. Educational Loan

1. Section 3 of the Educational Loan Default Act provides:

§ 3. No State agency shall contract with an individual for goods or services if that individual is in default, as defined in Section 2 of this Act, on an educational loan. Any contract used by any State agency shall include a statement certifying that the individual is not in default on an educational loan as provided in this Section.

2. The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

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

1. Section 33E-11 of the Criminal Code of 1961 provides:

§ 33E-11. (a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article. The State and units of local government shall provide the appropriate forms for such certification.

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

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

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

#### H. International Anti-Boycott

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

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

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

#### I. Drug Free Workplace

1. The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

2. The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the contractor's workplace; specifying the actions that will be taken against employees for violations of such prohibition; and notifying the employee that, as a condition of employment on such contract, the employee shall abide by the terms of the statement, and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the contractor's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations.

(c) Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice from an employee or otherwise receiving actual notice of the conviction of an employee for a violation of any criminal drug statute occurring in the workplace.

(e) Imposing or requiring, within 30 days after receiving notice from an employee of a conviction or actual notice of such a conviction, an appropriate personnel action, up to and including termination, or the satisfactory participation in a drug abuse assistance or rehabilitation program approved by a federal, state or local health, law enforcement or other appropriate agency.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the actions and efforts stated in this certification.

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

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

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

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

Check the appropriate statement:

- /\_\_\_/ Company has no business operations in Iran to disclose.
- /\_\_\_/ Company has business operations in Iran as disclosed the attached document.

#### K. Apprenticeship and Training Certification (Does not apply to federal aid projects)

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training program sponsor holding the Certificate of Registration for all of the types of work or crafts 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 will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft work that will be subcontracted shall be 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.

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.

# TO BE RETURNED WITH BID

#### 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 committee established to promote the candidacy of the officeholder responsible for making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

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

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

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

#### M. Lobbyist Disclosure

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

(i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,

- 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:

#### Name and address of person:

All costs, fees, compensation, reimbursements and other remuneration paid to said person:

## **IV. DISCLOSURES**

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

The 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 <u>NOT APPLICABLE STATEMENT</u> 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 <u>NO</u>
- 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 \_\_\_

(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 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 NOT APPLICABLE STATEMENT of Form A must be signed and dated by a person that is authorized to execute contracts for your company.

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

Disclosure Form B must be completed for each bid submitted by the bidding entity. Note: Checking the <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		
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. <u>See Disclosure Form Instructions</u>.

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)

	. (type or print information)		
NAME:			
ADDRESS			
Type of own	ership/distributable income share	9:	
stock	ership/distributable income share sole proprietorship of ownership/distributable income s	Partnership	other: (explain on separate sheet):

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

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

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

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

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

Yes <u>No</u>

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority? Yes <u>No</u>
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 71/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_\_No \_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 2 times the salary of the Governor?

Yes <u>No</u>

- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.
  Yes \_\_\_No \_\_\_
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_\_No \_\_\_
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_No \_\_\_
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

# 3. Communication Disclosure.

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

Name and address of person(s):

**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	:: <u></u>	
	APPLICABLE STATEMENT	
enalty of perjury, I certify	APPLICABLE STATEMENT submitted on behalf of the INDIVIDUAL named on prev the contents of this disclosure to be true and accurate	
enalty of perjury, I certify nowledge.	submitted on behalf of the INDIVIDUAL named on prev the contents of this disclosure to be true and accurate	
enalty of perjury, I certify nowledge. 	submitted on behalf of the INDIVIDUAL named on prev the contents of this disclosure to be true and accurate	
enalty of perjury, I certify nowledge.	submitted on behalf of the INDIVIDUAL named on prev the contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative	e to the best of my
enalty of perjury, I certify nowledge. Completed by:	submitted on behalf of the INDIVIDUAL named on prevente of the contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT	e to the best of my
enalty of perjury, I certify nowledge. Completed by: 	submitted on behalf of the INDIVIDUAL named on prev the contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would req	submitted on behalf of the INDIVIDUAL named on prevente of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT have determined that no individuals associated with the uire the completion of this Form A.	e to the best of my
enalty of perjury, I certify nowledge. Completed by: Inder penalty of perjury, I he criteria that would req	submitted on behalf of the INDIVIDUAL named on prevente of the contents of this disclosure to be true and accurate Signature of Individual or Authorized Representative NOT APPLICABLE STATEMENT have determined that no individuals associated with the second secon	e to the best of my
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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 Form is required by the Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for bids in excess of \$25,000, and for all open-ended contracts.

# DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes No

If "No" is checked, the bidder only needs to complete the signature box on the bottom of this page.

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

# THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative	Date

# **OWNERSHIP CERTIFICATION**

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

🗌 Yes 🗌 No 🗌 N/A (Form A	disclosure(s) established 100%	ownership)
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# 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.



# Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADSProject

**District 1 Construction Funds** 

# DTSH15R10X5008F-0000(000)

## **PART I. IDENTIFICATION**

Dept. Human Rights #\_\_\_\_\_ Duration of Project: \_\_\_\_\_

Name of Bidder:

# PART II. WORKFORCE PROJECTION

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

TOTAL Workforce Projection for Contract										CURRENT EMPLOYEES			S					
									TO BE ASSIGNED									
			MINORITY EMPLOYEES					TRAINEES				TO CONTRACT						
JOB	TO	TAL					*OT	HER	APP		ON T	HE JOB		TOTAL			MINORITY	
CATEGORIES		OYEES		ACK	HISP			IOR.	TIC			INEES			OYEES			DYEES
	М	F	М	F	М	F	М	F	M	F	М	F		М	F		М	F
OFFICIALS (MANAGERS)																		
SUPERVISORS																		
FOREMEN																		
CLERICAL																		
EQUIPMENT OPERATORS																		
MECHANICS																		
TRUCK DRIVERS																		
IRONWORKERS																		
CARPENTERS																		
CEMENT MASONS																		
ELECTRICIANS																		
PIPEFITTERS, PLUMBERS																		
PAINTERS																		
LABORERS, SEMI-SKILLED																		
LABORERS, UNSKILLED																		
TOTAL																		
		BLE C							_	Γ		EOD			IENT US			
	OTAL Tra		ojectio	n for C	ontract							FUR	DL	FANIN				
EMPLOYEES		TAL						THER										
		OYEES		ACK		ANIC		NOR.	_									
TRAINING APPRENTICES	M	F	M	F	M	F	M		-									
ON THE JOB									-									
TRAINEES	)thor minori																	

Other minorities are defined as Asians (A) or Native Americans (N).

Please specify race of each employee shown in Other Minorities column.

Note: See instructions on page 2

BC 1256 (Rev. 12/11/07)

RETURN WITH BID Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADSProject DTSH15R10X5008F-

#### 0000(000)

## **District 1 Construction Funds**

# PART II. WORKFORCE PROJECTION - continued

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

The undersigned bidder projects that: (number) \_\_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal

office or base of operation is located.

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

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

#### PART III. AFFIRMATIVE ACTION PLAN

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

Company \_\_\_\_\_

Telephone Number

Address \_\_\_\_\_

 Table B Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.

Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

BC-1256 (Rev. 12/11/07)

#### RETURN WITH BID Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADS 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)		
	Firm Name	
(IF A CO-PARTNERSHIP)		
		Name and Address of All Members of the Firm:
-		
_		
	Corporate Name	
	Ву	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A CORPORATION)	<b>A</b> #11	
(IF A JOINT VENTURE, USE THIS SECTION		Signature
FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)	Business Address	
,		
	Corporate Name	
		Signature of Authorized Representative
		Typed or printed name and title of Authorized Representative
(IF A JOINT VENTURE)	Attest	
	Allost	Signature
	Business Address	
If more than two parties are in the joint venture	e, please attach an ac	dditional signature sheet.



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

Item No.

Letting Date

KNOW ALL MEN BY THESE PRESENTS, That We

as PRINCIPAL, and

as SURETY, are

held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

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

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents, submit a DBE Utilization Plan that is accepted and approved by the Department; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to make the required DBE submission or to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by

their respective officers this	day of		A.D., .
PRINCIPAL		SURETY	
(Company N	lame)		(Company Name)
Ву		By:	
(Signatu	ure & Title)		(Signature of Attorney-in-Fact)
STATE OF ILLINOIS, County of	Notary Certifi	cation for Principal and Surety	7
l,		, a Notary Public in	and for said County, do hereby certify that
		and	
	(Insert names of individuals	signing on behalf of PRINCIPA	AL & SURETY)
	this day in person and ackno		o the foregoing instrument on behalf of PRINCIPAL by signed and delivered said instrument as their free
Given under my hand and not	tarial seal this	day of	A.D.
My commission expires			
			Notary Public
	Signature and Title line below,	the Principal is ensuring the ic	Electronic Bid Bond. By signing the proposal and dentified electronic bid bond has been executed and d bond as shown above.
Electronic Bid Bond ID#	Company / Bidder I	Name	Signature and Title

BDE 356B (Rev. 9/26/11)



#### (1) Policy

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

#### (2) Obligation

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

#### (3) Project and Bid Identification

Complete the following information concerning the project and bid:

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

#### (4) Assurance

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

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

Disadvantaged Business Participation \_\_\_\_\_ percent

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

Company	The "as read" Low Bidder is required to comply with the Special Provision.
Ву	Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision.
Title	Bureau of Small Business Enterprises     Local Let Projects       2300 South Dirksen Parkway     Submit forms to the       Springfield, Illinois 62764     Local Agency

Date

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.



**DBE Participation Statement** 

Subcontractor Registration	Letting	
Participation Statement	Item No.	
(1) Instructions	Contract	

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

#### (2) Work

Pay Item No.	Description	Quantity	Unit Price	Total
L1			Total	

## (3) Partial Payment Items

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

#### (4) Commitment

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

Signature for Prime Contractor	Signature for DBE Firm
Title	Title
Date	Date
Contact	Contact
Phone	Phone
Firm Name	Firm Name
Address	Address
City/State/Zip	City/State/Zip
	Ε

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

WC

# **PROPOSAL ENVELOPE**



# PROPOSALS

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

Item No.	Item No.	Item No.

Submitted By:

ame:	
ddress:	
hone 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. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADS District 1 Construction Funds



# SUBCONTRACTOR DOCUMENTATION

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

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

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

#### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

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

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

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

#### A. Bribery

1. The Code provides:

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

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

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 1961.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

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

#### B. Felons

1. The Code provides:

Section 50-10. Felons. Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

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

#### C. Debt Delinquency

#### 1. The Code provides:

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

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

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

#### 1. The Code provides:

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

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

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

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

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

Name of Subcontracting Company

Authorized Officer

Date

#### SUBCONTRACTOR DISCLOSURES

#### I. DISCLOSURES

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

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

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

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

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

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

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

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</u> <u>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.

#### DISCLOSURE OF FINANCIAL INFORMATION

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

FOR INDIVIDUAL	(type or print information)		
NAME:			
ADDRESS			
Type of owne	ership/distributable income share	:	
stock	sole proprietorship	Partnership	other: (explain on separate sheet):
% or \$ value of	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 yes, please answer each of the following questions.

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

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

Yes No

- 4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor? Yes \_\_\_\_No \_\_\_
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes <u>No</u>

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

- 1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority? Yes \_\_\_\_No \_\_\_
- 2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary.
- 3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor? Yes \_\_\_\_No \_\_\_
- 4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15% in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual salary of the Governor?

Yes <u>No</u>

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

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

- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years. Yes \_\_\_\_No \_\_\_
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>

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

- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes <u>No</u>
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.
  - Yes <u>No</u>
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.

Yes <u>No</u>

#### 3 Communication Disclosure.

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

Name and address of person(s):

**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	
	itted on behalf of the INDIVIDUAL named on p ontents of this disclosure to be true and accur	
Completed by:		
	Signature of Individual or Authorized Officer	Date
	NOT APPLICABLE STATEMENT	
Under penalty of perjury, I have the criteria that would require the	determined that no individuals associated with e completion of this Form A.	n this organization meet
This Disclosure Form A is subm	itted on behalf of the SUBCONTRACTOR listed	d on the previous page.
	Signature of Authorized Officer	Date

## ILLINOIS DEPARTMENT OF TRANSPORTATION

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

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

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

#### DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_\_No \_\_\_

If "No" is checked, the subcontractor only needs to complete the signature box on the bottom of this page.

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

#### THE FOLLOWING STATEMENT MUST BE CHECKED

-	Signature of Authorized Representative	Date

## **OWNERSHIP CERTIFICATION**

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)

## **NOTICE TO BIDDERS**



- 1. TIME AND PLACE OF OPENING BIDS. Sealed proposals for the improvement described herein will be received by the Department of Transportation at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 o'clock a.m., April 26, 2013. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after the 10:00 a.m. cut off time.
- 2. DESCRIPTION OF WORK. The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

Contract No. 46250 LAKE County Section ILLINOIS STATE BEACH Route PARK ROADS District 1 Construction Funds

Drainage intake structure, culvert and drainage improvements, pavement removal, new trails and other work at Illinois Beach State Park in Lake County.

- **3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.
  - (b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.
- 4. AWARD CRITERIA AND REJECTION OF BIDS. This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the Illinois Department of Transportation

Ann L. Schneider, Secretary

#### INDEX FOR

#### SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2013

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

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

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## **RECURRING SPECIAL PROVISIONS**

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

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'		(Eff. 2-1-69) (Rev. 1-1-10)	35
2		Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93)	
3	х	EEO (Eff. 7-21-78) (Rev. 11-18-80)	
4	x	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94)	49
5	Х	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13)	54
6		Asbestos Bearing Pad Removal (Eff. 11-1-03)	
7 8		Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) Haul Road Stream Crossings, Other Temporary Stream Crossings, and	60
		In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98)	
9	Х	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07)	
10		Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07)	65
11		Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07)	68
12		Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07)	70
13		Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09)	74
14		Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09)	
15		PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07)	
16		Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07)	
17		Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08)	
18		PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07)	
19		Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07)	
20		Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12)	
21		Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12)	
22		Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07)	
23		Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07)	
24		Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07)	
25 26		Night Time Inspection of Roadway Lighting (Eff. 5-1-96)	
		English Substitution of Metric Bolts (Eff. 7-1-96)	
27 28		English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-01) (Rev. 1-1-13)	
20 29			
29 30		Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11)	
31		Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11)	
32		Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-92) (Nev. 1-1-17)	
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## STATE OF ILLINOIS SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2012, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of Park Roads, Section Illinois Beach State Park, Federal Project No. DTHS15R10X5008F, Lake County, Contract 46250 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Park Roads (Illinois Beach State Park & Spring Bluff Forest Preserve) County: Lake Contract No.: 46250 Federal Project No. DTSH15R10X5008F IDNR Project No. 2-12-010

## LOCATION OF PROJECT

This project is located at Illinois Beach State Park & Spring Bluff Forest Preserve in Winthrop Harbor, Lake County, Illinois.

## **DESCRIPTION OF PROJECT**

The proposed project consists of the proposed improvements at Illinois Beach State Park & Spring Bluff Forest Preserve for the North Dunes Nature Preserve, North Point Marina, and the Spring Bluff Nature Preserve as part of the Great Lakes Restoration Initiative. This project has three separate components which are identified as Element 1, Element 2, and Element 3. Element 1 includes the construction of a new drainage control structure; Element 2 consists of culvert and drainage improvements and Element 3 consists of pavement removal along with the construction of new trails and drainage improvements.

## CONTRACT TIME

All work required in this contract shall be completed by December 13, 2013. The Contractor shall schedule his/her operations so as to complete all work as required under this contract by December 13, 2013. The Contractor will not be allowed any additional working days beyond this date to complete any remaining finish grading, seeding, or cleanup work.

Failure to Complete the Work on Time: Should the Contractor fail to complete the necessary work to comply with the December 13, 2013 completion date, the Contractor shall be liable to the Department, not as a penalty, but as liquidated and ascertained damages, for each calendar day beyond the contract completion date or extended time as may be allowed and subject to the conditions of Article 108.09 of the Standard Specifications and any special provisions included herein.

## MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be required for all prospective bidders, please consult the advertisement bulletin for specific information related to the date, time and location for this event. Each prospective Bidder may conduct its required inspection of the Work Site, the surrounding area, and all local conditions, including subsurface, underground, and other concealed conditions, after the pre-bid conference.

## STATUS OF UTILITIES TO BE ADJUSTED

Effective: January 30, 1987 Revised: July 1, 1994

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

Name and Address of Utility	Туре	Locations	Estimated Date Adjustment Completed
North Shore Gas	Underground	Element #1 – New Control	Prior to
130 East Randolph Drive	Gas Main	Structure - Plan Sheet 9	Construction.
Chicago, IL 60601			
Attn: Gerald Glogovsky	Underground	Element #2 – 7 <sup>th</sup> Street Box	Prior to
847-263-4687	Gas Main	Culvert - Plan Sheet 13	Construction.
847-327-6611			
GAGlogovsky@northshoregasdelivery.com			

#### Status of Known Utility in the Area

The above represents the best information available 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.

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

Underground utilities have been plotted from available surveys and records and, therefore, the locations must be considered approximate only. There also may be utilities for which the locations are unknown. Verification of locations of underground utilities, shown or not shown, will be the responsibility of the Contractor. Other Utility companies that have facilities within the project limits do not anticipate requiring any adjustments; however The Contractor shall be required to verify this.

Additional utility information may be obtained by calling the "Joint Utility Location Information for Excavators" (J.U.L.I.E.) phone number, 800-892-0123.

## LOCATING UNDERGROUND UTILITIES

The Contractor is to be aware that some of the utilities located within the project limits may no longer be covered and identifiable by the J.U.L.I.E. location process. Some of the utilities may now be owned and/or operated by IDNR, Illinois Beach State Park or others. The Contractor shall be required to locate and verify the status of any additional utilities not marked by the owner of these facilities. This work shall be measured and paid for at the contract lump sum price for LOCATING UNDERGROUND UTILITIES.

## COOPERATION BETWEEN CONTRACTORS

The Contractor is to be aware that other projects may be ongoing within the Illinois Beach State Park including a dredging operation at the North Point Marina and a swale crossing project within the North Unit of Illinois Beach State Park. Both of these projects could affect the traffic control or access limits of this contract and may overlap those of another project(s) that may be under construction concurrently with this work.

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

#### WASHING AND CLEANING

All equipment used to excavate, stockpile, haul, or place earth, aggregate, or topsoil shall be pressure-washed prior to entry to the Illinois Beach State Park and Spring Bluff Forest Preserve. This equipment includes but is not limited to trucks, flatbed trailers, scrapers, motor grades, bulldozers, backhoes, cranes, trenchers, and spreaders.

Equipment shall be cleaned off-site using a high-pressure water hose. All mud, dirt and debris shall be removed from the vehicles, including the undercarriage area and the wheels.

The general intent is that equipment shall be pressure-washed prior to entry on the site and then shall remain on-site until the work is completed. If the contractor elects to remove equipment from the Park, the equipment shall be pressure-washed prior to re-entry to the Park.

Trucks hauling aggregates from an approved gravel pit will need to be washed initially. As long as they continue to run between the Park and the gravel pit they will be considered clean. If at any time these trucks go to another job site or haul other materials, they will need to be rewashed prior to use on the park improvements.

The Engineer shall inspect the vehicles that have been cleaned prior to their use for construction improvements.

This work will be paid for at the contract unit price per lump sum for WASHING AND CLEANING as specified herein.

## BLANDING'S TURTLE CONSTRUCTION PRECAUTIONS

The Contractor is to be aware that the Blanding's turtle (State endangered and protected by the Illinois Endangered Species Act [520 ILCS 10/11]) is located within Illinois Beach State Park & Spring Bluff Forest Preserve and possibly within the proposed improvements construction limits and therefore precautionary measures shall be required by the Contractor during all construction operations.



From left to right: Adult Blanding's turtle and plastron, juvenile Blanding's turtle and plastron

Description: The Blanding's turtle has a chin and throat that are yellow in adults, but this characteristic may be absent in juveniles. The upper shell is blue-black and may also have yellowish spots. There is a dark splotch on the outer side of each plate on the plastron (underside of the shell). In addition, the adult turtles may be 5-10 inches in length. The above Blanding's turtle photos shall be displayed at all times by the Contractor on either an erected project sign or at an approved location at the Engineer's Field office. Any cost incurred for erecting a sign or displaying these photos shall be incidental to the contract.

The following precautions should be taken:

1. The Blanding's turtle is most active between April 15 and October 15 and construction should be minimized as much as possible within this time frame. If work is completed during this period, exclusionary fencing (this can be in the form of erosion control fencing) should be put up around the work site and checked daily for the first two weeks, and weekly thereafter by trained personnel. The Contractor shall be required to implement the precautionary measures as directed by the Engineer. Any questions or training for on-site workers with identifying species during construction can be coordinated through the Engineer and the following individuals trained in the oversight of implementing these measures.

Debbie Maurer Asst. Mgr. of Natural Resources & Ecologist Lake County Forest Preserve District 1899 West Winchester Road Libertyville, IL 60048 Phone: 847-276-6943 Brad Semel Natural Heritage Biologist Illinois Department of Natural Resources 8916 Wilmot Road Spring Grove, IL 60081 Phone 630-399-3242

- 2. Any trenches or excavations must also be immediately and permanently surrounded by exclusionary fencing, and securely covered at the end of every work day.
- 3. Each morning before work is initiated, trenches should be inspected, and any non-listed reptiles or amphibians should be removed.
- 4. If a Blanding's turtle is encountered on site:
  - a. Work should be stopped immediately.
  - b. The turtle should not be moved or touched, as it is a criminal act to handle an endangered species.
  - c. Brad Semel IDNR's Natural Heritage Biologist should be contacted at: 630-399-3242.
  - d. The turtle should be monitored until the contacted personnel arrives.
- 5. An Incidental Take Authorization may be required from the Office of Resource Conservation following a Blanding's turtle encounter.

This precautionary work associated with training, monitoring and coordinating Blanding's turtle will not be measured and paid for separately but shall be included in the contract unit price cost for the perimeter erosion barrier and inlet and pipe protection erosion control measures installed per the plans and utilized as exclusionary fencing measures.

## MISCELLANEOUS REMOVALS

During the necessary excavation and removal operations for the proposed improvements, the detection of Asbestos Containing Material (ACM) is not anticipated at the various element of work locations associated with the Park Roads Project. However, ACM is known to exist within the North Marina, Illinois Beach State Park and the Spring Bluff Forest Preserve. Should ACM be identified, all excavation and related construction activity shall cease at, or near this location until the suspected ACM and surrounding soil has been evaluated by IDNR personnel. If off-site abatement of ACM is required, the removal of the ACM will be negotiated with the contractor via a contract change authorization. A detailed plan to remove and/or dispose of the ACM shall first be authorized by IDOT & IDNR. The removal and disposal of all ACM will be conducted in accordance with applicable laws and regulations.

If the necessary items of work to accommodate any removal or disposal of the ACM have not been provided in the contract, or otherwise specified for payment, then any required work approved by the Engineer will be paid for in accordance with Article 109.04 of the Standard Specifications.

## GEOTECHNICAL DATA AND PAVEMENT CORES

Subsurface investigations were conducted and a Report of Soils Exploration was developed for the various elements of improvements proposed at Illinois Beach State Park & Spring Bluff Forest Preserve. Geotechnical data including boring logs, pavement cores and laboratory analysis and test results are included herein for Contractor to review prior to bidding.

The Contractor may take additional borings, as he/she deems appropriate to determine the subsurface conditions that will be encountered, or assumes the risk of encountering conditions that may not be consistent with the available borings. The Contractor will bear all costs associated with any additional subsurface investigations that he deems necessary to determine subsurface conditions for his/her construction activities.

#### SHOP DRAWINGS

The Contractor shall be required to submit shop drawings to the Engineer in accordance with Section 105.04 of the Standard Specifications. Shop drawings shall be required for the special drainage junction structures and any specialty items included in the contract. Any work completed or materials ordered prior to the approval of such shop drawings shall be at the Contractor's own risk.

## TRAFFIC CONTROL PLAN

Effective: 1985

Revised: 2/17/99

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

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

- 1. Highway Standards: 701001, 701006, 701501, 701901, BLR21-9, BLR 22-7
- 2. Supplemental Specifications and Recurring Special Provisions:
- 3. Special Provisions:

Completion Date Cooperation between Contractors Traffic Control and Protection, (Special) Traffic Control Deficiency Deduction (BDE)

4. Plan Details: General Staging and Traffic Control Notes

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

- <u>701006</u> This standard should be used for work which is performed within 15', but not closer than 2' to the edge of the traffic lane.
- <u>701501</u> This standard should be used for work that requires closure of one lane of traffic.
- <u>BLR 21</u> This standard should be used for work that requires complete closure of roadway segments.

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

- (a) In accordance with the applicable portions of the Standard Specifications.
- (b) The Contractor shall schedule and conduct his operations so as to insure the least obstruction to traffic, create a minimum of confusion to the public, and to conform to Article 107.09 of the Standard Specifications.
- (c) When the Contractor's operation requires closing of a roadway segment or entrance, the remaining roadway segments and entrance shall be kept open to at least one lane of traffic at all times.

- (d) All roadways shall be kept open to traffic over all legal holidays defined in the Standard Specifications.
- (e) Access to all public roads and private entrances shall be maintained during all stages of the work unless otherwise shown.
- (f) Cones, drums or barricades shall be placed on the closed lane, not the open lane. They may be moved over to the open lane to allow equipment to pass but shall immediately be moved back to the closed lane after the pass.

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

At locations where construction operations result in a differential in elevation between the edge of pavement or edge of shoulder within 8 ft of the edge of the pavement and the earth or aggregate shoulders, channelizing devices shall be placed along the drop-off and shall be at a minimum Type II barricades. The cost of these requirements shall be included in the cost of the traffic control pay item.

The cost of furnishing, erecting, maintaining and removing the required temporary signs shall be included in the contract. This shall include all temporary signs shown in the Traffic Control Plans and the IDOT Traffic Control Standards.

<u>Basis of Payment.</u> All traffic control standards and requirements described herein and as shown in the plans shall be included in the contract lump sum price for TRAFFIC CONTROL AND PROTECTION (SPECIAL).

## TRAFFIC CONTROL AND PROTECTION, (SPECIAL)

This work shall consist of furnishing, erecting, maintaining, relocating and removing all traffic control items as shown on the plans and in the traffic control standards listed in the TRAFFIC CONTROL PLAN special provision. Items shall include temporary and permanent signs, drums, barricades and all other equipment, hardware, and labor necessary to maintain the lane shifts and/or closures. The Contractor may be required to install, maintain, remove, and relocate traffic control items numerous times as directed by the Engineer.

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

#### CLEARING, TREE PRUNING AND TREE REMOVAL

This work shall consist of the pruning or removal and satisfactory off-site disposal of trees, logs, shrubs, bushes or saplings as shown on the plans or as required for equipment clearances for the various items of work specified in the contract. This work shall be done in accordance with Section 201 of the Standard Specifications for tree removal, except that stumps are to be removed to a minimum of six (6) inches below the natural surface of the ground. All of the trees to be removed shall either be designated by the Engineer or approved by the Engineer if designated by the Contractor.

<u>Basis of Payment.</u> This work will not be measured and paid for separately but considered included in the contract unit price cost for the item of work the clearing, pruning or removal was necessary for in order to complete that item of work.

## TEMPORARY FENCE

This work shall consist of furnishing and installing temporary fence along the construction limits on both sides of Burnett Avenue during the preparation of base and proposed trail construction in accordance with Section 201.05(a) of the Standard Specifications. This fencing is required to prohibit encroachment into the adjacent wetlands and Nature Preserve during construction operations. The specific location and limits of the temporary fencing shall be as directed by the Engineer.

<u>Basis of Payment.</u> This work will be measured and paid for at the contract unit price per foot for TEMPORARY FENCE.

## DEWATERING

This work shall include diverting the water flow from the construction area using a method meeting the approval of the Engineer and shall consist of any dewatering within the project limits as required for the duration of the project, including the dewatering and/or flow diversion of existing creeks, drainage swales and depression areas. The Contractor shall provide a temporary diversion system in accordance with the details in the plans or as approved by the Engineer. It will be the responsibility of the Contractor to provide written documentation to the Engineer detailing the proposed dewatering system and the proposed sediment and erosion control measures to be implemented. The Contractor shall obtain the written approval of the Engineer prior to implementing the proposed diversion / dewatering plan.

Upon completion of the project or the removal of the dewatering system as well as erosion and sediment control devices, the Contractor will be responsible for excavating all sediment that becomes trapped in the temporary dewatering system to the satisfaction of the Engineer. The sediment and erosion control measures required for the dewatering system or flow diversion system and the necessary excavation and off-site disposal of collected sediment material shall be approved by the Engineer and included in the contract unit price for DEWATERING.

The applicable ACOE Chicago District in-stream and side stream requirements are contained in the Army Corps permit authorization, which is included with the special provisions of this contract, or which will be provided to the Contractor upon issuance. The Army Corps "Requirements for In-stream Activities" (March 2011), as well as any updates and successor regulations to the guidelines on the Army Corps website, and specific permit conditions all apply. In the event of conflicts, the permit language shall apply.

The diversion system shall conform to Temporary Stream Diversion details shown in the plans.

<u>Materials.</u> Dewatering or diversion system, shall be temporary and shall be an approved means by the U.S. Army Corps of Engineers and the Lake County Stormwater Management Commission and consist of sandbags, driven sheet pile, or aqua-barrier water baffle. Other types of temporary diversion systems are acceptable subject to the approval of the Engineer and permitting agencies.

The dewatering system shall include a sediment filter bag sized for the appropriate hose according to the manufacturer's specifications and recommendations. A polymer clarifier (floc logs) shall be placed inside the sediment filter bag system prior to the start of dewatering.

<u>Construction Requirements.</u> Care shall be taken when installing and removing temporary measures to limit unnecessary agitation of sediment into the stream. Whenever possible, work shall be scheduled during low flow seasons.

Flow shall be conveyed past the work area by means of a bypass pump or stream diversion. All such bypasses shall be completed and stabilized prior to diverting flow. The water level shall be maintained continuously at least 2 feet below the elevations of the proposed improvements so that construction operations can be performed without interruption due to wet conditions. The Contractor shall have the option of using either submersible pumps, extended shaft pumps or engine driven pumps for dewatering at each site. A Site is defined as each individual dewatering system required in the various elements for construction of items shown on the drawings or as specified herein.

Dewatering plans shall be able to accommodate any flow event by allowing water to return to the natural channel. Flooding of adjacent property will not be allowed. Any damage to the work previously completed by the Contractor by any flow event shall be repaired to the satisfaction of the Engineer. Repairing damage caused by any flow event will not be grounds for extra compensation.

Additional excavation outside the excavation limits shown in the plans necessary for dewatering will not be paid for separately but will be included in the cost of Dewatering.

Power for the dewatering system is the contractor's responsibility. The Contractor shall furnish diesel or gasoline fueled portable electric generators for standby power for all pumps in service at each site.

In-channel excavations shall be performed from the top of banks wherever possible. Upon completion, all areas disturbed during construction shall be restored to reconstruction configurations and stabilized to the satisfaction of the Engineer.

All excavated materials must be immediately removed to an off-site disposal area having an erosion and sediment pollution control plan approved by the Engineer.

Pumped water from excavated areas must be filtered prior to discharging back into streams. Filter bags, portable settling tanks and sediment basins are acceptable methods of filtering.

<u>Method of Measurement.</u> This work will be measured for payment by each location specified below for dewatering. This item will be measured at each location once, regardless of repeated installations due to stream conditions. Any dewatering necessary at other minor culvert crossings of trails or roadways not listed below will not be measured and paid for separately and any dewatering work shall be included in the cost of the culvert being installed. Only the locations listed below shall be measured for payment.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price each for DEWATERING STRUCTURE, at the designated location, regardless of the type of system used. Payment shall include cost of furnishing, installing, operating, maintaining and removal of a dewatering or temporary flow diversion system for a length of time necessary to divert stream flow in order to complete the items of work associated with this contract. Included shall be all labor, equipment and materials necessary to complete the work as specified. The dewatering locations are as follows:

DEWATERING STRUCTURE NO. 1 – Element 1 Control Structure DEWATERING STRUCTURE NO. 2 – Element 2 7<sup>th</sup> Street Box Culvert DEWATERING STRUCTURE NO. 3 – Element 2 Culvert NU 19 in Dead Dog Creek DEWATERING STRUCTURE NO. 4 – Element 2 Culvert NU-22 in Dead Dog Creek DEWATERING STRUCTURE NO. 5 – Element 2 Culvert NU-25 in Dead Dog Creek DEWATERING STRUCTURE NO. 6 – Element 2 debris, sewer & outlet for Middle Creek

## SEDIMENT FILTER BAGS

Sediment Filter Bags with polymer clarifier (floc logs) shall be used to filter water dewatered / diverted from disturbed areas prior to discharging back into the waterways.

<u>Materials.</u> Filter bags shall be made from non-woven geotextile material sewn with high strength, double stitched "J" type seams. They shall be capable of trapping particles larger than 150 microns. Filter bags shall be 8 ounce non-woven needle-punched geotextile with double stitched seams with a fabric that has an AOS of 70 US sieve and 100 gpm/sf water flow. Care shall be taken so the bags do not rupture due to high pumping rates or high sediment loads.

<u>Construction Requirements.</u> Filter bags shall be installed according to the manufacturer's recommendations. A suitable means of accessing the bag with machinery required for disposal purposes must be provided. Filter bags shall be replaced when they become ½ full. Spare bags shall be kept available for replacement of those that have failed or are filled.

Bags shall be located in well-vegetated (grassy) areas, and discharges onto stable, erosion resistant areas. Where this is not possible, a geotextile lined flow path shall be provided. Bags shall not be placed on slopes greater than 5%.

Pumping rates vary depending on the size of the filter bag, and the type and amount of sediment discharged to the bag. The pumping rate shall be no greater than 750 gpm or ½ the maximum specified by the manufacturer, whichever is less. The maximum pumping rate shall be approved by the Engineer.

Pump intakes shall be floating and screened.

The pump discharge hose shall be inserted into the bags in the manner specified by the manufacturer and securely clamped.

Filter bags shall be inspected daily. If any problem is detected, pumping shall cease immediately and not resume until the problem is corrected to the satisfaction of the Engineer.

<u>Basis of Payment.</u> Sediment filter bags will not be paid for separately but shall be included in the contract unit bid price for DEWATERING STRUCTURE, at the designated location.

## POLYMER CLARIFIER (FLOC LOG)

<u>Description.</u> Polymer Clarifier (Floc Log) shall be inserted in sediment filter bags and used to filter water dewatered / diverted from disturbed areas prior to discharging back into the waterways. The Polymer Clarifier shall be an environmentally safe chemical used on construction sites to significantly improve the quality of storm water degraded by suspended and dissolved solids. Polymer Clarifiers may be used as a stand-alone Management Practice or as a system component comprised of many Management Practices. Polymer Clarifiers offer differing performance characteristics such as water clarity attainment, target contaminant reduction and water color modification.

<u>Material.</u> The term 'Polymer Clarifier' refers to a polyacrylamide [PAM] and PAM blend, inclusive of any additives, i.e., a whole product as delivered by a manufacturer rather than an ingredient-within a product delivered by a manufacturer. Only Polymer Clarifiers meeting all of the following criteria may be used:

- 1. The Polymer Clarifier must be anionic [negatively charged). Specifically, no cationic formulations of a Polymer Clarifier will be accepted.
- 2. The PAM or PAM blend must be certified for compliance with ANSI/NSF Standard 60, potable drinking water grade, indicating a maximum residual acrylamide monomer limit of 0.05%.
- 3. The manufacturer must provide a toxicological report for the Polymer Clarifier, performed by a third- party, EPA approved laboratory. The information within the report must be derived from whole product testing, per EPA testing protocol using either or both EPA/600/4-90/027F (acute testing) and EPA/600/4-91/022 (seven day chronic testing), as designated by the species selected by the appropriate State authority. The report shall verify that the Polymer Clarifier exhibits acceptable toxicity parameters set by all applicable Federal and State standards.
- 4. The manufacturer must provide a test report indicating that the Polymer Clarifier, when tested with site-specific soils, demonstrates a performance level of at least 95% in reducing NTU or TSS levels.

<u>Product Acceptance.</u> Approved Polymer Clarifiers include Floc Logs, styles 702aa, 702b, 702c, 703d, 703d#3, 704b, 704f, 706b and 730b. Alternate Polymer Clarifiers shall not be used unless approved, in writing, by the Engineer.

<u>Construction Requirements.</u> All locations receiving a Polymer Clarifier shall be prepared properly as shown on the Plans, as specified, or as directed by the Engineer. The Polymer Clarifier shall be inserted into the sediment filter bags in accordance with the manufacturer's recommendation.

<u>Basis of Payment.</u> Polymer Clarifier (Floc Log) will not be paid for separately but shall be included in the contract unit bid price for DEWATERING STRUCTURE, at the designated location.

## TEMPORARY DITCH CHECKS (SPECIAL)

<u>Description.</u> This work shall conform to Section 280 and Section 1081 of the Standard Specifications and the detail included in the plans. Temporary Ditch Checks (Special) shall be limited to triangular silt dikes.

Each ditch check shall consist of two (2) 7 foot long triangular sections of urethane foam covered with a geotextile fabric, and installed on a geotextile fabric apron. The ditch checks shall be installed at the locations specified on the plans, or as directed by the Engineer, and in accordance with the detail included in the plans and the manufacturer's recommendations.

The urethane foam / geotextile fabric shall conform to Article 1081.15(i) of the Standard Specifications.

The ditch checks shall become the property of the Contractor upon their removal.

This work will be measured and paid for at the contract unit price per foot for TEMPORARY DITCH CHECKS (SPECIAL), and shall include all labor, equipment and materials necessary for installation, maintenance and removal.

## CHANNEL EXCAVATION

This work shall consist of the removal and satisfactory off-site disposal of all materials encountered in deepening and re-grading the existing channel near each end of the existing box culvert under 7<sup>th</sup> Street. The ditch channel shall be excavated to the depth and grades shown in the plans in accordance with Section 203 of the Standard Specifications.

## MIDDLE CREEK DEBRIS REMOVAL

This work shall consist of the removal of debris and unsuitable materials and the satisfactory offsite disposal of these materials to enhance the in-stream channel flow of Middle Creek. This shall be accomplished by the removal of debris, including sand deposits, decaying organic material, plant material (Cattails), trees, saplings and woody plant material from within a  $3750'\pm$ section of the Middle Creek channel in the north unit of Illinois Beach State Park. All debris removed shall be required to be disposed of off-site. Brush removal and minor grading may be required in areas for the Contractor to adequately access portions of the channel but this work shall be considered incidental to the cost of DEBRIS REMOVAL. The existing channel shall be cleared and excavated to the depth and grades shown in the plans in accordance with Sections 202 & 203 of the Standard Specifications.

The goal of this work is to remove organic debris, sand, and invasive brush that have accumulated within the creek bottom and trees and woody plant material within the creek banks which deflects stormwater into adjacent wetlands and creates back flow into upstream reaches. Cattails, invasive brush, and organic sediment have nearly closed this reach of Middle Creek which is highly artificial and essentially a linear ditch characterized by highly unstable, often saturated soils and organic material.

It is estimated that approximately 3750' of channel material will need to be removed to enhance flow and minimize diversion and back flow into high quality wetlands. A wide-tracked backhoe with a long-stick (i.e., extended) arm shall be used to excavate organic material and sand and transport it to tracked haulers. The depth of excavation, as shown in the plans, is only anticipated to be for an elevation adequate to remove the plant material and debris roots and does not include dredging the flowline of the existing channel. Debris material will be removed to permit a consistent down grade flow and eliminate any flow obstructions. Ditch checks and erosion control measures shall be installed in downstream portions of the creek to prevent any suspended sediment from reaching Lake Michigan. The historic channel width will be maintained or re-established.

The Contractor shall demonstrate the ability to complete the project within specified work dates and under conditions that minimize harmful impacts to the site; specifically, jeopardizing the integrity of the banks and discharge of any sediment downstream into Lake Michigan. In general, excavation activities must be scheduled for a time period with the least hydrologic flow through the site, September through November, or otherwise during extended drought conditions. The Contractor may initiate excavation activities only in the absence of water discharge into Lake Michigan from Middle Creek to ensure that no sedimentation into the lake will occur as a result of excavation activities. Dewatering provisions have also been included in the contract in order to assist the Contractor with this work if wet conditions prevail during the construction season.

The Contractor shall limit equipment and vehicular access to only those routes approved by the Engineer and IDNR representatives. Access along the Middle Creek trails paralleling Middle Creek on the north side will not be allowed by the Contractor due to the potential damage to recent improvements completed on these trails. Access along or within the creek bottom by equipment and vehicles will be allowed but access to the creek bottom must be approved by the Engineer and IDNR representatives. Any approved access outside the limits of the creek bottom shall be allowed only on equipment mats to eliminate tires or tracks from disturbing the existing vegetation and wetland soils. These mats to accommodate equipment access shall be approved by the Engineer and shall not be allowed to remain in any one place longer than a 4 day time period before being removed. Any wetland soil impacts outside the channel must be minimized and after any occurrence areas restored to the satisfaction of IDNR representatives. The Contractor shall meet with the IDNR representatives prior to initiating work to identify access routes, locations for staging equipment and for transporting the disposal of excavated materials.

All equipment and work clothing, including boots, shall be clean and free of any seeds prior to enter or leaving work area to prevent the spreading of invasive species within and among job sites and other areas where the Contractor may have worked.

The Contractor shall work within the channel limits indicated on the drawings. The approximate location of Contractor's access to the work site is shown on such drawings or if not shown will be determined in the field by the Engineer and IDNR representatives. The Engineer reserves the right to alter the debris removal limits to avoid damage to environmentally sensitive areas. The Contractor may maintain uncovered storage and construction parking only in those areas approved by the Engineer.

Upon completion of the work, the Contractor shall (a) remove all debris and excess materials from the site; and (b) smooth over, restore, fine grade, and seed with approved seed mix any disturbed areas to ensure positive drainage in a manner acceptable to the Engineer.

The Contractor shall take all necessary and reasonable precautions to prevent any damage to existing trees, foliage, plant materials, wetlands, structures, roads, parking lots, trails, turf areas, finished topsoil areas, and other public or private property outside the creek banks. Any such area disturbed by Contractor shall be restored to its original condition at the Contractor's expense. The opinion of IDNR representatives shall be final in determining acceptability of restored areas.

The Contractor shall not damage, cut, prune, transplant or remove any tree; attach any rope, wire, nail or other object to any tree; allow any gaseous, liquid or solid substance or equipment to contact any tree or the soil located within the dripline of any tree; impair normal surface drainage around any tree; or allow any fire to burn which will injure any tree or act in any way to affect the vigor or appearance of any tree, except as such action is specifically authorized by the Engineer for individually designated trees or groups of trees within the creek banks that are shown for removal as part of the Debris Removal work.

The Contractor shall provide adequate planning and supervision during the work for implementing construction methods, processes, and clean-up procedures necessary to prevent water pollution and to control erosion.

If spoil material is excavated, dredged or otherwise produced out of a waterway, the Contractor shall not return or discharge such material to the waterway or any other body of water (unless discharge has been approved in accordance with applicable laws, but shall deposit it in a self-contained area in compliance with all applicable laws. The Contractor shall perform all backfilling with clean material and in a manner to prevent violation of applicable water quality standards.

Portions of the work site have a high potential for erosion, and the Engineer may therefore limit the areas that can be exposed by construction operations at any one time and the Contractor shall limit the duration of such areas' exposure to the elements to the shortest time as practicable. The Contractor shall construct erosion control features concurrently with other work as directed by the Engineer. The Contractor shall undertake necessary measures and procedures to reduce erosion, including interim measures to prevent erosion during construction including the installation of ditch checks, silt fences and inlet pipe protection. The Contractor shall implement erosion control measures consistent with the "Standard and Specifications for Soil Erosion and Sediment Control" (IEPA/WPC/87-012).

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per 100 lineal feet Unit for DEBRIS REMOVAL, and shall include all material, labor and equipment to remove debris, including sand deposits, decaying organic material, plant material (Cattails), trees, saplings and woody plant material from within a 3750'± section of the Middle Creek channel banks as specified herein and shown on the plans.

## TOPSOIL FURNISH AND PLACE (SPECIAL)

All work, materials, and equipment shall conform to Section 211 and 1081 of the Standard Specifications except as modified herein.

Article 211.03 Furnishing and Excavating Topsoil—Delete the second, third, and fourth paragraphs and replace them with the following:

If additional topsoil is required to complete the contract to the lines, grades, and the minimum thickness shown on the plans, the contractor shall furnish any additional topsoil from areas outside the limits of the right of way. This additional topsoil obtained from outside the right of way shall be approved by the Engineer.

No organic fill or topsoil from off-site shall be introduced to the area. If topsoil is required, only a homogenous mixture of 30% clean compost material and 70% clean, washed sand, i.e., Topsoil (Special), from an IDOT approved source(s) can be used. Topsoil (Special) must be screened and blended into a homogenous mixture at an off-site location and be delivered in clean trucks. If necessary, the pre-mixed material can be stockpiled on-site in a staging area approved by the Engineer.

Article 1081.05 Topsoil and Compost—Delete all paragraphs and replace them with the following:

Article 1081.05 Topsoil (Special).

1. Topsoil (Special). Topsoil (Special) shall be power screened twice to produce a homogenous mixture of 30% clean compost and 70% clean, washed sand. Power screen shall use a final screen size of 8mm (5/16 in.). The compost and sand materials shall comply with paragraphs (b) and (c) respectively of this Article.

Topsoil (Special) shall be capable of supporting and germinating vegetation.

Contractor shall furnish a certification stating that the Topsoil (Special) material complies with these requirements to the Engineer for approval prior to delivery to the work site.

2. Compost. Compost shall be thoroughly decomposed organic landscape waste (leaves, grass clippings, garden waste, and small brush) produced at an IEPA registered composting facility that also is an IDOT-approved source. The compost end-product shall meet the standards for General Use Compost set forth in IEPA's Section 830.503 and related sections. This compost shall have no glass or metal shards present and shall have no visible pieces of vegetation or straw. Any plastic or other man-made material shall be no larger than 6 mm (1/4 in.) and sieved out to be less than one percent of the total dry weight. Compost shall not contain manure or mushroom growth medium. Compost shall have been pulverized and twice screened by a trommel screen having 9.5mm (3/8 in.) openings at the composting facility as part of the production process. Compost shall have a pH range of 6.5 to 8.0. A representative sample of compost end product shall be approved by the Engineer after being twice screened and prior to its being mixed with the sand component. Composting facility shall certify that compost is free of viable weed seeds (has passed Stability test), is free of weed plant growth, and has not been treated with herbicide.

Compost shall be capable of supporting and germinating vegetation.

Composting facility shall provide to the Contractor a certification and a lab analysis from an accredited testing laboratory, both less than four months old, that the compost material complies with these requirements. Contractor shall furnish the certification and lab analysis to the Engineer for approval prior to blending of the compost and sand.

- 3. Sand for Topsoil (Special) Mixture. Sand (fine aggregate) shall be washed, uniform grain size sand from an IDOT-approved source that conforms to the following requirements referenced, and revised where noted, from Article 1003, Fine Aggregates:
  - (1) Description. Only Sand and Silica Sand materials shall be used as the fine aggregate for blending with compost to produce Topsoil (Special). All other materials listed in Article 1003.01 (a) are not acceptable. Sand shall be washed, uniform grain size sand from an IDOT-approved source that conforms to the following requirements referenced and revised as noted.
  - (2) Quality. Article 1003.01 (b) subsection applies as-is with the following paragraph added:

Producer shall certify that fine aggregate is free of weed plant growth and has not been treated with herbicide. Contractor shall furnish the producer's certification to the Engineer for approval prior to blending of the sand and compost.

(3) Gradation. Sand for blending with compost shall be Gradation FA 10 with adjustments to gradation limits and tolerances as indicated in the following table. Remaining paragraphs in Article 1003.01 (c) subsection apply as-is.

SIEVE SIZE (ENGLISH UNITS)					
No.	No.	No.	No.	No.	
10	40	80	100	200	
99±1	97±2	85±2	43±2	7±3	

- (4) Incompatibility. Article 1003.01 (c) subsection applies as-is.
- (5) Storage of Fine Aggregate. Article 1003.01 (d) subsection applies as-is.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per cubic yard for TOPSOIL FURNISH AND PLACE (SPECIAL).

#### SEEDING (SPECIAL)

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Seeding (Special) seed mixture shall be supplied in pounds of Pure Live Seed. Fertilizer is not required.

The Engineer and IDNR Natural Heritage Biologist shall be notified 48 hours prior to beginning the hand broadcast seeding operations so that both may be present.

Article 250.07 Seeding Mixtures – ADD the following:

#### SEEDING (SPECIAL) – Dwarf Tall Fescue (Rate of Application – 12 lbs/acre)

Seeds	(% Composition)
Shortstop II Tall Fescue	33.05
Crossfire II Tall Fescue	33.02
Cayenne Tall Fescue	32.23
Other Tall Fescue	0.50
Inert Matter	1.15
Weed Seed	0.05
Noxious Weed	0.00

If specified seed material is unavailable, the Engineer shall approve the substitutes only after obtaining written approval from the IDNR Natural Heritage Biologist. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

This work will be measured and paid for at the contract unit price per acre for SEEDING (SPECIAL).

#### SEEDING, CLASS 4A (MODIFIED)

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4A (Modified) seed mixture shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and will be from a radius of 150 miles from the project site. The Class 4A (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

The Engineer and IDNR Natural Heritage Biologist shall be notified 48 hours prior to beginning the hand broadcast seeding operations so that both may be present.

Article 250.06(a) Seeding Methods – Add the following:

(5) Seeding, Class 4A (Modified) shall be hand broadcast and raked into the soil with hand tools to a depth of no more than 1 inch.

Article 250.07 Seeding Mixtures – Delete Class 4 from Table 1 and replace with the following:

## Class 4A (Modified) – Dry Sand Prairie

Seeds	(Lb/Acre)
Andropogon scoparius – Little Bluestem	4.0
Bouteloua curtipendula – Side Oats Gramma	4.0
Elymus canadensis – Canada Wild Rye	2.0
Sporobolus heterolepis – Prairie Dropseed	2.0
Stipa spartea – Porcupine Grass	2.0
Amorpha canescens – Leadplant	4.0
Asclepias tuberosa – Butterfly Weed	4.0
Liatris aspera – Rough Blazing Star	2.0
Monarda fistulosa – Wild Bergamot	2.0
Petalostemum purpureum – Purple Prairie Clover	4.0
Phlox pilosa – Prairie Phlox	2.0
Tradescantia ohiensis – Common Spiderwort	2.0
Veronicastrum virginicum – Culver's Root	2.0
Annual Oats or Winter Wheat (Tempoary Cover) *	15.0

\* Use Annual Oats if spring seeding. Use Winter Wheat if fall seeding.

#### Notes:

- 1. Temporary cover seed shall be kept separate from the dry sand prairie type mixture. The prairie mix and seasonably appropriate cover crop shall be mixed on site under the direction of the Engineer.
- 2. Purity and germination tests no older than twelve months old must be submitted for all seed supplied to verify quantities of bulk seed required to achieve LB PLS specified.
- 3. All seeds with fluffy pappus shall be "de-bearded."
- Planting times for Dry Sand Prairie are as follows:
   Fall Dormant Seeding After November 15 and before freeze Spring Seeding – After soil is free of frost and in workable condition to June 15

Potential Seed Sources:

The Natural Garden 38W443 Highway 64 St. Charles, IL 60175 Phone: (630) 584-0595 Fax: (630) 584-0432

Taylor Creek Restoration Nurseries 17921 Smith Road P.O. Box 256 Brodhead, WI 53520 Phone: (608) 897-8641 Fax: (608) 897-8486 Enders Greenhouse 104 Enders Dr. Cherry Valley, IL 61016 Phone: (815) 332-5255 Fax: (815) 968-2941

Jet Hall RR 1 Box 81 Walnut, IL 61376 Phone: (815) 379-2629 Prairie Nursery P.O. Box 306 Westfield, WI 53964 Phone: (608) 296-2741

The Prairie Patch RR 1 Box 41 Niantic, IL 62551 Phone: (217) 668-2409

Genesis Nursery 23200 Hurd Rd. Tampico, IL 61283 Phone: (815) 438-2220 Fax: (815) 438-2222 Lafayette Home Nursery, Inc. P.O. Box 1A Lafayette, IL 61449 Phone: (309) 995-3311 Fax: (309) 995-3909

Dr. Peter Schramm Native Plant Materials 766 Bateman St. Galesburg, IL 61491 Phone: (309) 343-2608

If specified seed material is unavailable, the Engineer shall approve the substitutes only after obtaining written approval from the IDNR Natural Heritage Biologist. Adjustments will be made at no cost to the contract. Approval of substitutes shall in no way waive any requirements of the contract.

year following fall planting.

Article 250.09 Method of Measurement—Revise subsection (b), first paragraph, as follows:

- (b) Measured Quantities. Seeding of the class specified and mowing shall be measured in acres of surface area seeded or mowed. To be eligible for measurement, surface area of Seeding, Class 4A (Modified), shall meet the following establishment periods and acceptance requirements:
  - Establishment Periods. Surface area measurement shall be performed no earlier than the dates specified below. Areas planted in spring (after frost to June 15): September 30 of the calendar year when spring planting occurred. Areas planted in fall (Nov. 15 to freeze): May 15 of the next calendar
  - (2) Acceptance Requirements. At the end of the establishment period, seeded areas shall have 75% cover of healthy, uniform, coverage by seedlings of planted species and shall be free of bare spots exceeding 127mm (5 in.) by 127mm (5 in.). Seeded areas shall have 0% cover of these exotic species: Teasel (*Dipsacus Laciniatus, Follonum and Sylvestrns*), crown vetch (*Coronilla varia*), purple loosestrife (*Lythrum salicaria*), reed canary grass (*Phalaris arundinacea*), Canada thistle (*Cirsium arvense*), sea lyme grass (*Leymus mollis* ssp. *mollis*, et. al.), leafy spurge (*Euphorbia esula*), and cypress spurge (*Euphorbia cyparissias*). Contractor shall be responsible for reseeding, reapplying Mulch (Special) or Erosion Control Blanket (Special), eradication of exotic species until seeded areas meet the acceptance requirements.

This work will be measured and paid for at the contract unit price per acre for SEEDING, CLASS 4A (MODIFIED).

## SEEDING, CLASS 4B (MODIFIED)

All work, materials and equipment shall conform to Section 250 and 1081 of the Standard Specifications except as modified herein.

The Class 4B (Modified) seed mixture shall be supplied in pounds of Pure Live Seed. All native seed species will be local genotype and will be from a radius of 150 miles from the project site. The Class 4B (Modified) seed mix shall be supplied with the appropriate inoculants. Fertilizer is not required.

The Engineer and IDNR Natural Heritage Biologist shall be notified 48 hours prior to beginning the hand broadcast seeding operations so that both may be present.

Article 250.07 Seeding Mixtures – Delete Class 4 from Table 1 and replace with the following:

#### Class 4B (Modified) – Wetland Mixture (Rate of Application – 12 lbs/acre)

<u>Seeds</u>	(% Composition)
Allisma Subcordatum – Common Water Plantain Acornus Calmus – Sweet Flag Leerzia Orizoides – Rice Cut Grass Scirpus Fluviatilis – River Bulrush Scirpus Validus – Softstem Bulrush Sparganium Euryocarpum – Giant Bur-Reed	10 30 20 15 15 10
<u>Seeds</u>	(Lb/Acre)
Annual Oats	15.0

This work will be measured and paid for at the contract unit price per acre for SEEDING, CLASS 4B (MODIFIED).

#### STRAW AND HAY BALES

Straw and hay bales shall not be allowed for any mulching or erosion control work required on in this contract.

## EROSION CONTROL BLANKET (SPECIAL)

All work, materials, and equipment shall conform to Section 251 and 1081 of the Standard Specifications except as modified herein.

Article 251.04 Erosion Control Blanket—Delete all paragraphs and replace with the following:

Article 251.04 Erosion Control Blanket. Place and anchor net-free excelsior blankets by hand to cover seeded areas. Product shall be approved by the Engineer. Install blankets per manufacturer's instructions. Blankets with any type of netting or synthetic fibers are not acceptable.

Article 1081.10 Special Erosion Control Materials—Delete subsection paragraphs (b), (c) and (f) and replace paragraph (a) with the following:

(a) Net-free Excelsior Blanket. Net-free excelsior blankets shall be 100% biodegradable aspen wood. The fibers shall be made into blanket form without the aid of any netting. Fibers shall be of consistent thickness and evenly distributed throughout the blanket. The blanket shall not contain any foreign weed seed, chemical additives, tackifiers, or paper products that could hinder grass growth, establish unwanted invasive weed species, or shorten necessary erosion protection time periods. The blanket performance shall be supported by an ASTM protocol test result.

The net-free excelsior blanket shall comply with the following:

Minimum width, ±25 mm (1 in.)	600 mm (24 in.)
Minimum mass, ±10%	0.34 kg/sm (0.63 lb/sq yd)
Minimum length of roll, approximately	

The manufacturer shall furnish a certification with each shipment of net-free excelsior blanket stating the number of rolls furnished and that the material complies with these requirements.

<u>Basis of Payment</u>. This work will be measured and paid for at the contract unit price per square yard for EROSION CONTROL BLANKET (SPECIAL).

## MULCH

All work, materials, and equipment shall conform to Section 251 and 1081 of the Standard Specifications except as modified herein.

Article 251.03 Mulching Seeded Areas—Delete last sentence in first paragraph. Delete paragraphs (a), (b), and (c) and replace them with the following:

Net-free Excelsior Blanket. Place and anchor net-free excelsior mulch blankets by hand to cover seeded areas. Product shall be approved by the Engineer. Install blankets per manufacturer's instructions. Blankets with any type of netting or synthetic fibers are not acceptable.

Article 1081.06 Mulch—Delete paragraphs (2) and (3) and replace paragraph (1) with the following:

 Net-free Excelsior Blanket. Net-free excelsior blankets shall be 100% biodegradable aspen wood. The fibers shall be made into blanket form without the aid of any netting. Fibers shall be of consistent thickness and evenly distributed throughout the blanket. The blanket shall not contain any foreign weed seed, chemical additives, tackifiers, or paper products that could hinder grass growth, establish unwanted invasive weed species, or shorten necessary erosion protection time periods. The blanket performance shall be supported by an ASTM protocol test result.

The net-free excelsior blanket shall comply with the following:

Minimum width, _25 mm (1 in.)	600 mm (24 in.)
Minimum mass, 10%	0.34 kg/sm (0.63 lb/sq yd)
Minimum length of roll, approximately	

The manufacturer shall furnish a certification with each shipment of net-free excelsior blanket stating the number of rolls furnished and that the material complies with these requirements.

<u>Basis of Payment</u>. This work will be measured and paid for at the contract unit price per square yard for MULCH.

## POROUS GRANULAR BACKFILL

This work consists of furnishing and placing granular material for backfilling near and around the proposed special drainage junction structure as shown on the plans in accordance with the applicable sections of Art. 209.03 of the Standard Specifications. The backfill material shall meet the approval of the Engineer and shall consist of locally available suitable material or shall meet the requirements of Article 209.02 of the Standard Specifications.

<u>Basis of Payment.</u> This work will be measured and paid for at the contract unit price per cubic yard for POROUS GRANULAR BACKFILL, which price shall include cost of labor, material and equipment required for completing the work.

## AGGREGATE SURFACE COURSE, TYPE B

This work shall consist of furnishing and placing aggregate material for the trail surface as shown on the plans in accordance with the applicable portions of Section 351 and 1004 of the Standard Specifications. The aggregate material shall be crushed limestone consisting of a blend of FA-20 & FA-21 with 8%  $\pm$  2% passing the #200 to allow adequate fines to compact the trail surface.

<u>Basis of Payment.</u> This work will be measured and paid for at the contract unit price per ton for AGGREGATE SURFACE COURSE, TYPE B, which price shall include cost of labor, material and equipment required for completing the work.

## GATE REMOVAL

This work shall consist of furnishing all labor, equipment and materials required to remove the existing roadway gate system at the south project limits along Fulton Avenue in Element 3 as specified in the plans. This work shall include the removal of wood posts, foundations, metal construction saw-horses, tubular bike channelization, bollards, cabling and any hardware associated with the existing gate system. Holes in the existing ground created by the removal of the posts and foundations shall be filled and compacted with Aggregate Base Course. This work shall be done in accordance with Sections 201, 351 and 737 of the Standard Specifications. Any portions of cabling not shown for removal shall be terminated with stainless steel fittings at the last post or bollard remaining or installed.

This work will be paid for at the contract unit price per each for GATE REMOVAL, which price shall include cost of labor, material and equipment required for completely removing all the existing gate system components listed above and shown for removal on the plans.

## TUBULAR STEEL GATE

This work shall consist of furnishing and installing a tubular steel gate at the south end of Fulton Avenue in Element 3 in accordance with the applicable portions of Section 664 of the Standard Specifications, the details in the plans, and the special provisions included herein. Complete shop and erection drawings, including gate assembly details, mix design formulas for concrete, and manufacturer's color charts shall be submitted for approval prior to furnishing and installing any gate components. The Contractor shall layout lock posts and hinge posts for location approval by Engineer prior to fabrication.

The required materials shall be as follows:

- 1. Provide concrete for gate posts and footings in accordance with Section 1020 of the Standard Specifications. All concrete shall be class SI and shall have a minimum 14-day compressive strength of 3500 PSI. All foundations shall be drilled, inspected, and approved by the Engineer prior to placement of concrete.
- 2. Provide reinforced steel for the gate posts and footings as shown in the plans and in accordance with Section 664 of the Standard Specifications. Structural steel shall conform to the latest ASTM A36.
- 3. Provide steel pipe and hardware for the gate as shown in the plans and in accordance with Section 664 of the Standard Specifications. All tube members (TS) shall be cold formed welded structural steel conforming to the latest ASTM A00 Grade B (46 KSI). All welds shall be in accordance with AWS D1.1 using E70 electrodes. Holes in the structural steel and tube members shall be 1/16 in. maximum larger than the bolt, unless noted otherwise. Hinge pin holes in the structural steel and tube members noted otherwise. All steel shall be blast cleaned per SSPC—SP6 commercial blast cleaning prior to application of primer coat.

- 4. The entrance gate shall have a baked-on electrostatically applied polyester dry powder coating. The Contractor shall submit powder coating specifications with shop drawings. Alternative Finish: Instead of the preferred baked-on polyester dry powder coating, The Contractor may submit finish paint coats also for consideration. For this option, the entrance gate shall be painted with one primer coat and two finish coats. The primer shall be an organic, zinc rich, rust inhibiting primer. The finish coats shall be a mineral spirit reduced finished coat intended for exterior applications. Provide two (2) finish paint coats on steel gate materials. High Gloss Alkyd Enamel (FS-TT-F-2891, Class A) suitable for exterior conditions. The color shall match existing facilities in the North Unit of Illinois Beach State Park. The Contractor shall submit samples of final color for approval.
- 5. Provide red and white retroreflective tape along the top member of the gate. Material shall be in accordance with Section 1091.03 of the Standards Specifications and approved by the Engineer. Retroreflective conspicuity sheeting shall be Grade Series 981 or equal. Contractor shall provide a 7-year warranty on the retroreflective sheeting.
- 6. Provide key operated padlock keyed to a number approved by the Site Superintendent and appropriate locking latch for gate. Two (2) keys shall be provided for each padlock.

Installation procedures shall include the following:

- 1. Provide nominal gate height as shown in the plans.
- Position gates and accessories as shown in the plans. Final location to be determined in the field by the Engineer. Gate tie-back post shall be erected after the gate in order to account for the dead load deflection of the gate and to correctly locate the hole and pin alignment.
- 3. Provide concrete footing for concrete posts.
- 4. Install gate (welded joints) and accessories in accordance with the Standard Specifications.
- 5. All horizontal and diagonal members shall have a 1/2" diameter vent hole drilled underneath the members at each end.
- 6. All exposed corners of plates shall have a 1/4" radius unless noted otherwise.
- 7. All exposed edges shall be ground smooth.

This work will be paid for at the contract unit price per each for TUBULAR STEEL GATE which price shall include all labor, equipment, and materials necessary to complete the installation of the tubular steel gates as specified.

## BOLLARDS

New permanent Bollards shall be erected at the south end of Fulton Avenue to delineate trail passage as shown on the plans. The new concrete filled pipe bollards shall be permanently installed in accordance with the details shown in the plans and the provisions included herein. The pipe bollard exterior shall be polyester dry powder coated or painted with one primer coat and two finish coats to match the finish and color of the tubular steel gate post assemblies. Red and white retroreflective tape shall be installed around the bollard, consistent with the adjacent gate, as shown in the plans.

This work will be measured and paid for at the contract unit price per each for BOLLARDS, which price shall include providing and installing new pipe bollards, concrete and retroreflective tape as described above.

## FOLD DOWN BOLLARDS

<u>Description.</u> This work shall consist of the complete removal of the existing trail bollard and aggregate surface course backfill of the remaining void along with installing a new fold down bollard with base plates and a concrete pier anchor systems at the Middle Creek trail crossing as shown on the plans. This work shall conform to the plan details and be installed based on the manufacturers recommendations. Bollards shall collapse down to a height of four inches or less.

#### Materials.

Bollard posts shall be 30" tall and have a post dimension of 6" X 3" X 3/8". Bollard posts shall conform to ASTM A500. Base plates shall be 12" X 12" and conform to ASTM A36. Lock and Hinge Pins shall be 8-18 Stainless Steel –  $\frac{3}{4}$ " X 8" Posts and base plates shall have TGIC Polyester outdoor finish RAL1028 Yellow.

Method of Measurement. Fold Down Bollards shall be measured per each.

<u>Basis of Payment.</u> This work will be paid for at the contract unit price per each for FOLD DOWN BOLLARDS, and shall include all material, labor and equipment to remove and backfill the existing bollard and furnish and install the new drop down bollard, base plates, and concrete anchor system as specified herein and shown on the plan details.

## VEHICLE CONTROL BOLLARDS

New permanent Vehicle Control Bollards shall be erected at the south end of Fulton Avenue to control vehicles from entering the park site as shown on the plans. The vehicle control bollards shall be permanently installed in accordance with the applicable portions of Sections 634 and 730 of the Standard Specifications, the details shown in the plans and the provisions included herein. The vehicle control bollards shall consist of treated wood posts with a connecting galvanized cable between the posts to create a barrier for vehicles. The wood posts shall be 6" x 6" rail posts pressure treated and 8' in length with a 30 degree chamfered top, spaced 6' on centers or as shown in the plans. The connecting cable shall be 6x19 galvanized aircraft cable,  $\frac{1}{2}$ " diameter with a break strength of 23,000 pounds and a linear density of .46 lbs./ft. Stainless steel terminal fittings shall be provided at the cable terminal posts. Holes shall be drilled in the rail posts to accommodate the connecting cable.

This work will be measured and paid for at the contract unit price per each for VEHICLE CONTROL BOLLARDS, which price shall include providing and installing new wood bollards and cable as described above.

## REMOVE AND REPLACE STONE RIPRAP

This work shall consist of the temporary removal and replacement of the existing large stone riprap material at the proposed Middle Creek outlet control structure near the Lake Michigan shoreline. A portion of the existing riprap near the outlet will need to be moved to allow construction of the proposed outlet structure. After completion of the new outlet structure the riprap shall be placed at the end of the outlet as shown on the plans or as directed by the Engineer. This work shall be performed in accordance with the applicable portions of Section 202 and 281 of the Standard Specifications.

<u>Basis of Payment:</u> The removal and subsequent replacement of the existing stone riprap will be paid for at the contract unit price per cubic yard for REMOVE AND REPLACE STONE RIPRAP which price shall include cost of labor, material, and equipment necessary to complete the work.

#### PIPE CULVERTS, CLASS A

All pipe culverts specified for Class A material in the contract shall be reinforced concrete culvert, storm drain and sewer pipe of the type shown in accordance with the applicable portions of Section 542 of the Standard Specifications.

#### **GRATING FOR CONCRETE HEADWALL**

This work shall consist of providing and installing a metal grating on the north end of the reinforced concrete box culvert underneath 7<sup>th</sup> Street as shown on the plans. All work shall be completed in accordance with the applicable portions of Sections 540 and 542 of the Standard Specifications and the details shown in the plans. The Contractor shall be required to execute a Temporary License Agreement with the Lake County Forest Preserve District (LCFPD) for this work. A template for the required license is included herein.

This work shall be measured and paid for at the contract unit price per each for GRATING FOR CONCRETE HEADWALL, which price shall include all labor, materials and equipment, including hardware and any necessary drilling to attach the metal grating to the end of the box culvert as shown on the details in the plans.

## **GRATING FOR CONCRETE FLARED END SECTION, 36"**

This work shall consist of providing and installing a metal grating on the ends of the 36" reinforced concrete flared end sections installed along Middle Creek at the locations shown on the plans. All work shall be completed in accordance with the applicable portions of Section 542 of the Standard Specifications and the details included in the plans.

This work shall be measured and paid for at the contract unit price per each for GRATING FOR CONCRETE FLARED END SECTION, 36", which price shall include all labor, materials and equipment, including hardware and any necessary drilling to attach the metal grating to the end of the concrete flared end sections as shown on the details in the plans.

## FLAP GATE (SPECIAL)

This work shall consist of providing and installing a metal flap gate on the downstream end of the 36" concrete pipe as part of the Middle Creek outlet control structure. All work shall be completed in accordance with the applicable portions of Section 608 of the Standard Specifications, the details shown in the plans and the provisions included herein. The flap gate shall be an R-5050 and accommodate a 36" RCP pipe but shall have the bottom portion of the gate removed to allow free flow below the cut-out portion. A shop drawing for approval by the Engineer shall be required of this item prior to ordering or installing the flap gate.

This work shall be measured and paid for at the contract unit price per each for FLAP GATE (SPECIAL), which price shall include all labor, materials and equipment, including hardware and any necessary drilling to install the metal flap gate to the end of the pipe culvert as shown on the details in the plans.

## FRAMES AND LIDS, SPECIAL

This work shall consist of providing and installing a frame and closed lid on the top of the Middle Creek outlet control structure. All work shall be completed in accordance with the applicable portions of Section 604 of the Standard Specifications, the details shown in the plans and the provisions included herein. The frame and closed lid shall be an R-2502 and cast into the top slab of the outlet control structure with welded stud shear connectors in accordance with the plan details and Section 505 of the Standard Specifications. A shop drawing for approval by the Engineer shall be required of this item prior to ordering or installing the frame and closed lid.

This work shall be measured and paid for at the contract unit price per each for FRAMES AND LIDS, SPECIAL, which price shall include all labor, materials, welded shear studs and equipment to install the frame and closed lid on top of the outlet control structure as shown on the plans.

## PAVEMENT REMOVAL

This work shall consist of the complete removal of existing pavement along 21<sup>st</sup> Street in accordance with applicable portions of Section 440 of the Standard Specifications, as shown in the plans, and as directed by the Engineer.

Existing pavement to be removed is anticipated to be an HMA surface on PCC pavement but shall include the complete removal of encountered pavement structure for the limits shown to be removed or as directed by the Engineer regardless of the actual material and thickness found in place. Any saw cuts required shall not be measured for payment.

This work shall be paid for at the contract unit price per square yard for PAVEMENT REMOVAL which price includes the cost of any saw cuts and removing and disposing of the entire pavement structure off-site.

#### PAVEMENT BREAKING

<u>Description:</u> This work shall consist of breaking the existing bituminous surface treatment pavement structure along the Frontage Roads in Element #3 according to the Standard Specifications, except that all broken pavement pieces shall not be greater than 1" in size when measured along any direction. Given the irregularities of the existing pavement surface, the actual locations and limits for pavement breaking shall be as directed by the Engineer. The broken pavement shall be allowed to remain in place.

<u>Basis of Payment:</u> All costs incurred in complying with the provisions shall be considered included in the contract unit price per square yard for PAVEMENT BREAKING. Only the areas actually broken in place will be measured for payment.

#### EXISTING PAVEMENT PULVERIZATION

<u>Description.</u> This work shall consist of pulverizing the existing hot-mix asphalt pavement materials to a maximum 2-inch size and mixing existing hot-mix asphalt pavement with a specific portion of underlying aggregate base to the depth shown on the plans, or as determined by the Engineer. The pulverized pavement will be graded and compacted and used as the aggregate subbase for proposed subsequent aggregate courses, topsoil and/or seeding.

<u>Equipment.</u> Equipment shall be in accordance with Articles 1101.01 (d), (e) and (g) and 1101.05 of the Standard Specifications and the following:

The pulverizing machine shall be self-propelled and capable of pulverizing up to an 18" depth of existing hot-mix asphalt and aggregate base materials and relaying materials in place or windrow as required. It shall be capable of pulverizing a width of at least 6-feet wide in a single pass. The pulverizing machine shall be capable of automatic grade control to ensure consistent depth of pulverization. It shall have sufficient means for keeping pulverized material contained within the confines of the machine during operation. The machine shall be capable of pulverizing the existing pavement to a 2-inch maximum size with gradation consistent with aggregate base course.

#### CONSTRUCTION REQUIREMENTS

<u>Preparatory Work.</u> The Contractor shall set up a string-line along the entire edge of pavement before pulverization begins in order to ensure that the width of pulverization matches the street widths shown on the plans. The string-line must be approved by the Engineer before pulverization begins. Offset staking may be used in lieu of a string line. The Contractor will not receive any compensation for pulverization outside the widths shown on the plans nor will any compensation be made if, in the opinion of the Engineer, this work is the result of pulverization outside the limits shown on the plans.

The existing hot-mix asphalt stockpile at the western most limits of 21<sup>st</sup> Street and any adjacent extraneous HMA pavement shall be removed and spread on the mainline pavement and incorporated into the pulverization process. This work shall be included in the pay item PULVERIZATION.

<u>Pulverizing</u>. Pulverize the full depth of the existing hot-mix asphalt pavement until 97 percent or more will pass the 2-inch sieve. The Engineer shall be sole judge as to when the pulverization process is completed.

The existing hot-mix asphalt courses and aggregate bases shall be pulverized to the depth shown in the plans, and mixed together. The depth anticipated for the pulverization limits proposed on both 21<sup>st</sup> Street and Fulton Avenue is 13"±. The Engineer shall be the sole judge as to when the pulverized pavement and aggregate bases are adequately mixed and the actual depth given field conditions encountered. Windrow material as construction operations dictate. Care shall be taken to prevent penetration into the roadway subgrade during pulverizing. Subgrade soils shall not be mixed with the pulverized HMA materials and aggregate base.

Immediately after pulverizing and mixing the contractor shall relay the material with a paver, grader, or both. If the Engineer determines it is necessary for portions of the pulverized material to be removed due to its gradation, the removal cost shall be included in the cost of pulverization. If sufficient material is available at a given location, match the lines, grades, and cross slopes as shown on the plans. If there is insufficient material at a given location, shape the available material to create a smooth profile and cross slope to accommodate positive drainage.

At the completion of each working day, the pulverized material shall be graded and compacted to ensure proper drainage and to provide transitions between the pulverized material and existing adjoining pavement as approved by the Engineer.

<u>Final Grade.</u> Additional aggregate may be spread as capping aggregate as required by the plans. This aggregate shall be AGGREGATE BASE COURSE, Type B in accordance with Section 351 of the Standard Specifications, and shall be paid for separately at the contract unit price per ton. Seeding (Special) may be also required in some area as shown on the plans.

<u>Compaction.</u> Compact the pulverized material first with a minimum 25,000 lb. vibratory pads foot roller, and second with a minimum 25,000 lb. steel drum vibratory roller. Water shall be added as required both before and during compaction. This work shall be included in the pay item PULVERIZATION.

<u>Method of Acceptance.</u> After the pavement is pulverized, rolled and shaped, the Engineer shall inspect the material for compaction and drainage. The pavement shall then be proof-rolled with a minimum 45,000 pound, rubber-tired vehicle in the presence of the Engineer to demonstrate that the base is in proper condition for resurfacing. If the Engineer is not satisfied with the inspection, he/she may require the Contractor to perform additional density testing according to AASHTO T 191, Illinois Modified AASHTO T 310 (Direct Transmission Density/Backscatter Moisture), or by other methods approved by the Engineer before resurfacing is allowed.

All work for PULVERIZATION as described herein shall be completed to the satisfaction of the Engineer. The decision of the Engineer shall be final regarding the quality and acceptability of materials and work.

<u>Method of Measurement.</u> Pulverization will be measured for payment in place as acceptably completed and area computed in square yards. Pulverization will be measured using the centerline length and the width from outside to outside of completed pavement, but limited to the width the plans show or as determined by the Engineer.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per square yard for PULVERIZATION. Payment is full compensation for pulverizing, relaying, furnishing and adding water, grading and compacting, and all other work as described in this special provision not otherwise specified for payment.

Additional aggregate spread as capping aggregate, if required by the Engineer, shall be paid separately as AGGREGATE BASE COURSE, TYPE B, at the contract unit price per ton. Additional topsoil spread as capping prior to seeding, if required by the Engineer, shall be paid separately as TOPSOIL FURNISH AND PLACE, (SPECIAL) at the contract unit price per cubic yard.

#### HOT-MIX ASPHALT SURFACE REMOVAL, 21/4"

This work shall consist of milling and removing the existing bituminous surface along 21<sup>st</sup> Street in Element #3 at the locations shown in the plans. All work associated with this item shall be done by cold milling and utilizing a milling machine conforming to the requirements of Article 440.04 of the Standard Specifications. It is anticipated that the depth of removal may vary in thickness within the limits of this work. No additional compensation will be allowed because of the variations in assumed versus actual removal depth.

The HMA surface material removed shall either be removed and satisfactorily disposed of offsite or recycled and utilized as an aggregate base material for the proposed trail construction within Element #3. Any material re-used on site shall comply with the special provision included herein for Recycled Asphalt Pavement (RAP) for Aggregate Base Course. Any HMA surface removal material used as base course for trail construction shall not be measured for payment as base course material, the transporting, placement and compaction of any HMA removed material shall be included in the price for HMA surface removal.

This work will be measured and the area computed in square yards of surface. The bituminous surface removal will be paid for at the contract unit price per square yard for HOT-MIX ASPHALT SURFACE REMOVAL, 2<sup>1</sup>/<sub>4</sub>".

## RECYCLED ASPHALT PAVEMENT (RAP) FOR AGGREGATE BASE COURSE

<u>Description.</u> The material accumulated from the HMA surface removal proposed for the limits shown in the plans, referred to herein as Recycled Asphalt Pavement (RAP), may be used for aggregate base material in lieu of off-site disposal if the RAP material complies with the applicable course aggregate gradation specifications or as approved by the Engineer. Consistent application of quality control (QC) at jobsite is required to achieve consistent RAP aggregate product for construction use.

<u>Purpose</u>. The purpose of this provision is to establish a quality control (QC) procedure to manage on-site RAP material designated for use in aggregate applications.

<u>General Acceptance.</u> All sampling and testing shall be conducted by either an Aggregate Technician or a Mixture Aggregate Technician as designated in the current BMPR Policy Memorandum "Aggregate Gradation Control System". The overall program shall be administered by a Quality Control (QC) Manager, as designated in the current BMPR Policy Memorandum "Aggregate Gradation Control System" or the HMA equivalent designated in Section 1030.05 (d)(1) of the Standard Specifications.

## Sampling / Testing Procedure.

- 1. Production Testing
  - a. All RAP aggregate shall be sampled and tested for gradation at a minimum of 1 test every 1,000 tons during production. Sampling shall be according to one of the approved methods listed Illinois Test Procedure 2, in the current IDOT Manual of Test Procedures for Materials.
  - b. The required gradation testing sieves shall include the top sieve of the gradation specified and sieves  $\frac{1}{2}$ " larger and  $\frac{1}{2}$ " smaller than the top sieve size.
  - c. As part of the gradation testing, a visual of the material to check for uniformity shall also be performed. Material that is one-sized or gap-graded shall be rejected.
- 2. Failing Gradation Samples
  - a. Material that does not have 100% passing the top sieve of the specified gradation shall be immediately resampled.
  - b. If the resample passes, the material may be placed on the approved stockpile. The maximum stockpile size shall be limited to 5,000 tons. After 5 passing tests, no material may be added to the approved stockpile.
  - c. If the resample fails, the Department shall be contacted and production shall stop until corrective action has been initiated by the source. After production is restarted, an immediate production sample shall be taken and the material stockpiled separately. Once the sample passes, the production testing frequency shall continue and the material can be moved to the approved stockpile.

<u>IDOT Monitoring.</u> The Aggregate Inspector or Mixture Aggregate Technician shall witness the sampling of one of the RAP aggregate samples a minimum of 1 every 5,000 tons. The Aggregate Inspector or RE shall obtain a final split of the product for IDOT testing. IDOT will run the gradation over the same sieves the producer is using. The samples shall be considered in comparison if the IDOT results are within 1% of the producers on the top sieve of the gradation specified. Any IDOT result not comparing within the limits noted above or fails the limits noted under production testing, shall be cause for rejection of material. RAP aggregate products having unacceptable oversize or gradation shall be isolated and removed to the satisfaction of the Engineer.

## PAVED SHOULDER REMOVAL

Paved shoulder removal shall consist of the removal and satisfactory disposal of all existing concrete shoulder pavement and base at the location shown in the plans at Element #1 and as directed by the Engineer.

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

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

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

## MULTI-USE PATH SEAL COAT

This item shall consist of furnishing and placing crack filler and coal tar seal coat on existing asphalt pavement surface at the south end of Fulton Avenue as specified in the plans. The material and installation shall be in accordance with Section 451 of the Standard Specifications and the following:

Federal Specification R-P-355e; Pitch Coal Tar Emulsion (Coating for Bituminous Pavements) ASTM D-5727 ASTM D-6945 ASTM D-6948 ASTM D-3320 ASTM D-490 ASTM D-3423 ASTM D-2939 ASTM D-4866

Prior to application, the pavement surface shall be sound, free of debris, vegetation, dust, oils, grease and detergent residues. Accumulations of petroleum deposits, tree sap, and dirt shall be scraped clean. All surface cracks greater than 1/4" in width shall be routed, cleaned and filled with crack filler in accordance with Section 451 of the Standard Specifications.

Sealer shall only be applied when pavement and air temperatures are continuously above 50°F for at least 24 hours following application and no rain is forecast for that period. Allow adequate drying time between successive coats, preferably 24 hours. Cooler temperatures (below 70°F) and/or damp or overcast conditions will lengthen curing times. Sealer shall not be applied under rainy or wet conditions.

Application rate shall be between 0.10 and 0.15 gal./sq.yd. per coat, 2 coats shall be applied to the existing pavement surfaces. Sand should be added to the final coat when skid resistance is needed, approximately 4 to 6 pounds of sand per gallon. Follow manufacturer's specifications and recommendations for addition of latex additives and mixing of sand and additives.

Pavement marking shall not be applied until the seal coat has cured for at least 24 hours.

This work shall be measured and paid for at the contract unit price per square yard for MULTI-USE PATH SEAL COAT and shall include all material, labor and equipment needed to furnish and apply the crack filler and seal coat and any skid resistance as specified herein and shown in the plans.

## DRAINAGE CONTROL STRUCTURE

<u>Description</u>: This work shall consist of furnishing and installing a complete and operational water drainage control structure as shown in the drawings including, but not limited to excavation, backfilling, aggregate, concrete, reinforcing bar, water stop, grout, grates, stop logs, lifting poles, storage racks and mounting brackets.

## Products.

## A. Stop Logs

<u>Description:</u> Stop logs shall include all labor, materials, equipment and incidentals required to install and ready for operation aluminum stop logs, guide frames, lifting poles, storage racks and lifting pole mounting brackets. Stop logs shall be supplied by a single manufacturer.

#### General:

- 1. Three separate stop log units are required. Stop log frame guides shall be embedded in the wall. The clear width of the stop log opening is 3' and the actual stop log width shall be as determined by the manufacturer to account for the embedded frame guide. Frame guide height shall be as shown on the drawings.
- 2. Leakage shall not exceed 0.05 gpm/ft of wetted seal perimeter.
- 3. The stop logs shall be provided with a continuous resilient seal along the bottom and both sides. The guide frames shall not incorporate seals.
- 4. Stop logs shall be designed to function properly when stacked in any order.
- 5. Stop logs shall be designed to drop into place under their own weight without any downward pressure necessary. Stacking stop plates are not acceptable in lieu of stop logs.
- 6. All structural components of the stop logs shall be fabricated of aluminum and shall have adequate strength to prevent distortion during normal handling, during installation and while in service.
- 7. All structural components of the guide frames shall be fabricated of aluminum and shall have adequate strength to prevent distortion during normal handling, during installation and while in service.
- 8. All components in contact with concrete shall be coated.
- 9. All welds shall be performed by welders with AWS certification.
- 10. Finish: Mill finish on aluminum. All aluminum in contact with concrete shall be shop coated with a heavy coat of bitumastic paint. Welds on aluminum shall be cleaned to provide a uniform finish.

11. Materials:

<u>Components</u> Frame Guides and Invert Aluminum Stop Logs Lip Seal Anchor Studs, Fasteners and Nuts

Materials 6061-T6 6061-T6 Urethane, EPDM or Neoprene Stainless Steel, Type 316, ASTM A276

Frame Guides.

- 1. The frame guides or grooves and invert member shall be constructed of extruded aluminum with a minimum thickness of 1/4-inch.
- 2. Frame shall be designed for embedded mounting with stainless steel anchor bolts and grout.
- 3. An invert member shall be provided across the bottom of the guides. The invert member shall be of the flush-bottom type.
- 4. Frame mounted seals are not acceptable.
- 5. The guide frames shall be installed in a true vertical plane, square and plumb.
- 6. The void in between the guide frames and the wall shall be filled with non-shrink grout in accordance with the manufacturer's recommendations.

Stop Logs.

- 1. The stop logs shall be constructed of extruded aluminum shapes with a minimum thickness of 5/16-inch.
- 2. Three sets of stop logs are required. For each set provide the following log heights: 1-3", 1-4", 1-5", 1-6", 3-12" logs.
- 3. Maximum bending stress shall not exceed 7600 psi at the maximum operating head.
- 4. Adequate drainage shall be provided for each stop log.
- 5. Two slots shall be provided in the top of each stop log for removal and installation via the stop log lifter.
- 6. Each stop log shall be outfitted with an identification tag indicating the manufacturer, width of the opening, height and maximum head rating at a minimum. Additional tags shall be included on each stop log that indicates "dry side" and "wet side". Tags shall be welded to each log.

<u>Seals.</u>

- 1. Each stop log shall be outfitted with a continuous resilient lip seal along the bottom and both sides to restrict leakage in accordance with the requirements listed in this specification.
- 2. The continuous lip seal shall be constructed of urethane or rubber and shall be mechanically retained to the stop log.

- 3. The lip seal shall be activated by a combination of the weight of the stop log and the differential water pressure, which pushes the seal against the inside of the groove assembly.
- 4. Stop logs that utilize rubber "J" seals or "P" seals are not acceptable.

#### Lifting Poles

- 1. Three lifting poles shall be provided. One T-Style lifting pole and two other straight poles.
- 2. Poles shall be telescoping, 5.5' in length and extendable to 9' in length. The extension shall be secured with a double wire snapper style pin.
- 3. The T-Style pole shall have a double hook arrangement compatible with the stop logs, with a minimum of 18" between hooks to allow the stop logs to be lifted squarely.
- 4. For the two straight poles, a ring shall be welded to the top end of the pole compatible for hanging on the wall mounted brackets bent anchors. The straight poles shall have one hook compatible with the stop logs.

#### Storage Racks:

- 1. Storage racks shall be provided to house stop logs while they are not in use inside the structure. Two locations of storage racks are shown. One for 6' height of storage and the second with 4' height of storage.
- 2. Storage racks shall be constructed of aluminum and shall be mounted with stainless steel bolts inside the structure below the hinged grate for clear access from above by the lifting poles. The storage racks shall be positioned to allow unobstructed access from above.

#### Anchor Bolts.

- 1. Stainless steel anchor bolts shall be provided by the stop log manufacturer for mounting the guide frames and storage racks.
- 2. Quantity and location shall be determined by the stop log manufacturer.
- 3. If epoxy type anchor bolts are provided, the stop log manufacturer shall provide the studs, washers and nuts.
- 4. Anchor bolts shall have a minimum diameter of 1/2-inch.

## B. Wall Mounted Brackets for Lifting Poles

<u>Description:</u> Wall Mounted Brackets shall be supplied and installed as shown in the details of the plans and coordinated to allow for storage of all the lifting poles.

**C. Manhole Steps** - Steps shall be cast iron in accordance with Section 602.08 of the Standard Specifications and Highway Standards.

## D. PVC Waterstop

<u>Description.</u> This work shall consist of furnishing and placing 6" PVC waterstop as shown in the plans.

Provide flexible PVC (polyvinyl chloride) waterstop as manufactured by Greenstreak, profile style number 748, or equal. The PVC waterstop shall be extruded from an elastomeric plastic material of which the basic resin is prime virgin polyvinyl chloride. The PVC compound shall not contain any scrapped or reclaimed material or pigment whatsoever.

Provide factory made waterstop fabrications for all changes of direction, intersections, and transitions leaving only straight butt joint splices for the field.

Field butt splices shall be heat fused welded using a Teflon coated thermostatically controlled waterstop splicing iron at approximately 380 degrees F. Follow approved manufacturer recommendations. Lapping of waterstop, use of adhesives, or solvents shall not be allowed. Center waterstop in joint and secure waterstop in correct position using hog rings, grommets or other method along the length of the waterstop and wire tie to adjacent reinforcing steel at intervals required to prevent displacement during concrete placement.

#### E. Aluminum Bar Grating

<u>Description.</u> This work shall consist of furnishing and installing aluminum rectangular bar grating as shown in the plans with miscellaneous installation hardware, hinges, and accessories. Grating shall be manufactured by a company specializing in the manufacture of metal bar gratings with not less than 10 years of documented experience.

#### Fabrication.

- 1. Aluminum flush top grating type fabricated with rectangular bearing bars and cross bars permanently locked in place by swaging or welding.
- 2. Bearing Bar Spacing: 1-3/16" on center.
- 3. Bearing Bar Depth: 1"
- 4. Bearing Bar Thickness: 3/16"
- 5. Top Surface of Bearing Bars: Plain
- 6. Cross Bar Spacing: 4" on center.
- 7. Bearing bars and banding shall be aluminum Type 6063-T6 and aluminum cross bars are type 6063-T1 or 6063-T6.
- 8. Fabrication tolerances shall be in accordance with ANSI/NAAMM MBG 531-09 Metal Bar Grating Manual.

9. Gratings shall be mill finish.

<u>Accessories.</u> Provide appropriate fasteners for type, grade, and class required for the approved anchorage system.

#### Installation.

- 1. Prior to grating installation, contractor shall inspect supports for correct alignment and conditions for proper attachment and support of the gratings. Any inconsistencies between contract drawings and supporting structure deemed detrimental to grating placement shall be reported in writing to the Engineer prior to placement.
- 2. Install grating in accordance with shop drawings and standard installation clearances as recommended by ANSI/NAAMM MBG-531-09 Metal Bar Grating Manual.

<u>Protection of Aluminum from Dissimilar Materials.</u> Where aluminum surfaces come into contact with dissimilar metals, surfaces shall be kept from direct contact by painting the dissimilar metal with one coat of bituminous paint or use of other approved insulating material.

<u>Grating Attachment.</u> Use approved attachment system and fasteners to secure grating to supporting members as shown on plans.

#### F. Structural Steel Framing

<u>Description.</u> This work shall consist of furnishing and installing galvanized steel framing as shown in the plans with miscellaneous installation hardware and accessories. Work shall be in accordance with Section 505 of the Standard Specifications.

<u>Material.</u> All structural steel and miscellaneous steel shall be Grade 36 in accordance with AASHTO M270.

Galvanizing. All carbon steel shall be galvanized in accordance with AASHTO M 111.

#### G. Aluminum Trash Rack

<u>Description.</u> This work shall consist of furnishing and installing aluminum bar trash racks as shown in the plans with miscellaneous installation hardware and accessories.

<u>Submittals.</u> Shop drawings: The Contractor shall submit for approval shop drawings for the fabrication and erection of all trash racks, based on construction drawings of current issue. Include plans, elevations, and details of sections and connections as required. Show type and location of all fasteners.

#### Material.

- 1. All aluminum bar and plate shall be 6061-T6.
- 2. Gratings shall be mill finish.

<u>Installation.</u> Prior to installation, Contractor shall inspect supports for correct alignment and conditions for proper attachment and support of the trash rack. Any inconsistencies between contract drawings and supporting structure deemed detrimental to placement shall be reported in writing to the Engineer prior to placement.

<u>Protection of Aluminum from Dissimilar Materials.</u> Where aluminum surfaces come into contact with dissimilar metals, surfaces shall be kept from direct contact by painting the dissimilar metal with one coat of bituminous paint or use of other approved insulating material.

<u>Submittals.</u> Provide manufacturer's shop drawing information to confirm compliance with the specifications and submittal requirements.

- 1. Provide manufacture's complete description including catalog pages, load tables and anchor details for all materials and components including stop logs, aluminum bar grating and aluminum trash racks.
- The contractor shall submit for approval shop drawings for the fabrication and erection of all gratings, based on construction drawings. Include plans, elevations, and details of sections and connections as required. Show type and location of all fasteners.
- 3. Provide manufacturer's installation drawings showing all details of construction, details required for installation, dimensions and anchor bolt locations.
- 4. Provide manufacturer's calculations.

After installation, all equipment shall be field tested in the presence of the ENGINEER and both IDNR and Lake County Forest Preserve representatives to ensure that all items of equipment are fully operable and in compliance with the specifications herein.

The drainage control structure will be measured for payment in place as one complete and functional unit and paid for at the contract unit price per each for DRAINAGE CONTROL STRUCTURE.

Any dewatering and slope protection required to construct the complete drainage control structure unit will be included in DEWATERING STRUCTURE NO. 1 and TEMPORARY SOIL RETENTION SYSTEM and paid for separately as specified in the Standard Specification or included herein.

Any necessary excavation and backfill required for construction of the complete drainage control structure unit will be included in STRUCTURE EXCAVATION and POROUS GRANULAR BACKFILL and paid for separately as specified in the Standard Specification or included herein.

## CULVERTS TO BE CLEANED

The existing culverts to be cleaned shall have all sediment and foreign objects removed from within the culverts entire length. Upon completion of this work, the Contractor shall install the necessary erosion control measures to prevent sediment from being trapped in the culvert. The Contractor shall implement the necessary erosion and sediment control measures shown in the plans and described herein to ensure sediment laden water is not discharged into the existing creeks or waterways. All material removed from the culverts during the cleaning operations shall be disposed of off-site.

The existing culverts beneath the trails in element #2 and the existing box culvert under 7<sup>th</sup> Street shall be cleaned and paid for in each location at the contract unit price per foot for PIPE CULVERTS TO BE CLEANED of the size specified for pipe culverts and at the contract unit price per foot for BOX CULVERTS TO BE CLEANED for the box culvert under 7<sup>th</sup> Street.

## FENCE REMOVAL

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

<u>Basis of Payment.</u> All fence material requiring removal as shown in the plans or as directed by the Engineer will be measured and paid for at the contract unit price per foot for FENCE REMOVAL.

#### WOOD FENCE TO BE REMOVED AND RE-ERECTED

<u>Description.</u> This work shall consist of removing and re-erecting the existing wood fence along the west side of the trail crossing over Middle Creek at the location shown on the plans. This work shall be completed to accommodate the proposed widening of the trail crossing. In order to better protect pedestrians from construction activities, a temporary fence shall be erected prior to the existing fence being removed. This temporary fence shall be according to Article 201.05(a), with the exception that stakes shall be placed a maximum of 8 feet apart. After the temporary fence is in place and secure, the existing wood fence panels and posts shall be carefully removed and safely stored for future re-erection. If any posts are damaged or deemed unsuitable by the Engineer, they shall be replaced with similar treated posts of equal or better quality. The existing post design and style is to be duplicated for any new posts required.

Prior to erecting the fence at new location, the area along the line of the fence shall be cleared, drainage improvements completed, granular embankment compacted in place and the trail aggregate courses placed and compacted. Posts shall then be set according to Article 634.05 of the Standard Specifications. Posts shall be set vertical and true in alignment and post spacing shall accommodate relocated panels and match existing fence spacing as closely as possible. The new fence shall be permanently erected and attached to match the remaining fence on the east side of the trail crossing in order to form a continues and uniform appearance.

<u>Method of Measurement.</u> The wood fence will be measured for payment in feet along the top of the fence from center to center of posts.

<u>Basis of Payment.</u> This work shall be paid for at the contract unit price per foot for WOOD FENCE TO BE REMOVED AND RE-ERECTED. The temporary fence required shall not be paid for separately, but shall be included in the cost of WOOD FENCE TO BE REMOVED AND RE-ERECTED.

## PRECAST CONCRETE BOX CULVERT END SECTIONS

This work shall consist of furnishing and installing precast concrete box culvert end sections in accordance with Section 540 of the Standard Specifications and the details shown in the plans.

<u>Basis of Payment.</u> This work will be measured and paid for at the contract unit price per each for BOX CULVERT END SECTIONS of the Culvert Number specified which price shall also include the necessary structure excavation, bedding and backfill material for complete installation of the box culvert end sections.

#### FLAT STEEL SHEET PILING

This work shall consist of furnishing and installing the permanent flat sheet piling to the limits and tolerances shown on the plans according to the Guide Bridge Special Provision (#11) for Permanent Steel Sheet Piling and the provisions included herein.

The Contractor shall select PS 27.5 Flat Sheet Piling or a Flat Sheet section with an "effective section modulus" equal to or greater than that of a PS 27.5 section.

<u>Basis of Payment:</u> This work will be paid for at the contract unit price per square foot for PERMANENT STEEL SHEET PILING at the location shown on the plans.

#### LAKE COUNTY FOREST PRESERVE DISTRICT – TEMPORARY LICENSE AGREEMENT

The Contractor shall be required to execute a Temporary License Agreement with the Lake County Forest Preserve District (LCFPD) in order to comply with the insurance requirements for the LCFPD. The \$500 fee is anticipated to be waived however the bond will be required of the Contractor. A template for the required license agreement is included below.

# LAKE COUNTY FOREST PRESERVE DISTRICT

# TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "<u>Agreement</u>") is dated as of the day of \_\_\_\_\_\_ 2011, and is by and between the LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate, organized and existing under the Illinois Downstate Forest Preserve District Act, 70 ILCS 805/.001 <u>et seq</u>. (the "<u>District</u>"), and the \_\_\_\_\_("<u>Licensee</u>").

WHEREAS, the District holds title to certain real property located \_\_\_\_\_\_ in Lake County, Illinois, as more particularly depicted on <u>Exhibit A</u> attached hereto and incorporated herein (the "Land");

WHEREAS, the \_\_\_\_\_is considering constructing a \_\_\_\_\_; and

WHEREAS, in connection with the \_\_\_\_\_Project, Licensee desires to enter onto the License Premises (as hereinafter defined) for the sole and limited purpose of \_\_\_\_\_; and

WHEREAS, the District is willing to temporarily allow Licensee to enter onto the License Premises (as hereinafter defined) for such purpose under the terms and conditions of this Agreement.

IN CONSIDERATION of the recitals, mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Licensee covenant and agree as follows:

1. <u>GRANT OF LICENSE</u>. The District hereby grants and conveys to Licensee, its officers, agents, employees, contractors or designees, a non-exclusive temporary license (the "<u>License</u>") to enter upon and across certain portions of the Land as directed and approved by the District and as depicted on <u>Exhibit A</u> attached hereto and made a part hereof (the "<u>License</u>") for the sole and limited purpose of conducting\_\_\_\_\_\_. The use of the License Premises for the purpose identified in this Paragraph 1 shall be referred to in this Agreement as the "<u>Work</u>". This Agreement shall be subject to the provisions, requirements, rights, and obligations set forth in the "Ordinance Regarding Licenses and Easements for Public Services" approved June 17, 2005, as amended from time to time (the "<u>License and Easement Ordinance</u>"), which are hereby incorporated into and made a part of this Agreement by this reference.

2. <u>USE OF THE LICENSE PREMISES</u>. Licensee's activities in carrying out the Work shall be confined entirely within the License Premises. Licensee shall contact the District at least seventy-two (72) hours in advance of the initial use of the License Premises in order for the District to review safety and other requirements with Licensee.

3. <u>RESTORATION, REPAIR AND TRAIL RECONFIGURATION</u>. The License Premises and any other property owned by the District shall be restored by Licensee to their condition existing prior to the commencement of the Work in accordance with the License and Easement Ordinance and in accordance with the restoration specifications attached as <u>Exhibit B</u> hereto and made a part hereof. Licensee shall consult with the District prior to initiating restoration or repair activities.

4. <u>TERM OF LICENSE</u>. The term of the License granted herein shall be for not more than sixty (60) days, commencing on the date on which the Work commences, and terminating on the earlier of (i) sixty (60) days thereafter, (ii) the date on which the Work is completed, or (iii) five (5) days following written notice from the District to Licensee, whichever occurs first.

5. <u>EXPIRATION OF LICENSE</u>. Licensee acknowledges and agrees that, upon the expiration of this Agreement, and completion of any repair or restoration work approved by the District, Licensee shall have no further right to enter upon or across the License Premises, and upon such expiration, Licensee shall immediately vacate and discontinue all use of the License Premises otherwise permitted hereunder.

6. <u>RETAINED RIGHTS</u>. The District shall have and retain all rights to cultivate, use and occupy the License Premises and the activities of Licensee shall not unreasonably interfere with the District's use and occupancy of the License Premises.

7. <u>NO PROPERTY RIGHTS</u>. The parties hereto acknowledge that the License Premises is the property of the District and that this Agreement creates contractual rights only and does not create an easement, a leasehold, or any other real property rights. Licensee warrants that it will not record this Agreement or a memorandum or notice of this Agreement, nor will it allow this Agreement or a memorandum or notice of this Agreement to be recorded.

8. INDEMNITY. Licensee assumes sole and complete responsibility for any and all loss of life, injury to persons or damage to property (wherever such property may be located) that may be sustained directly or indirectly due to the use of the License Premises by Licensee. its officers, directors, trustees, board members, partners, employees, agents and contractors (and their respective officers, directors, partners, employees, agents, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively, the "Indemnitor Licensee, for itself and for those claiming by or through the Licensee, hereby Group"). indemnifies, holds harmless, defends, and releases the District, its officers, directors, trustees, board members, partners, employees, agents, mortgagees and contractors (and their respective officers, directors, partners, employees, agents, mortgagees, contractors, guests and invitees, subsidiaries, affiliates, successors, grantees and assigns) (collectively, the "District Indemnities") from and against any and all liability, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses (including, without limitation, reasonable attorneys' fees and litigation costs incurred by the District Indemnities or any of them in connection therewith) and for damage, destruction or theft of property, loss of life, injury to persons or damage to property that may arise from or is directly or indirectly due to the use of the License Premises by the Indemnitor Group, or any of them, or which may arise from or is directly or indirectly due to the Work, except to the extent arising from the negligence or willful misconduct of the District Indemnities, or any of them.

9. <u>BOND</u>. Licensee shall deposit with the District a cashier's check in the amount of Five Thousand and No/100 Dollars (\$5000.00), as a guarantee that Licensee shall comply with all conditions of this Agreement, including any required restoration and repair of any damage to the License Premises or any other property owned by the District. Refund of such funds shall be in the manner prescribed by the License and Easement Ordinance.

10. <u>INSURANCE</u>. Licensee shall procure, maintain and keep, or shall cause each of Licensee's contractors conducting the Work, or any portion thereof, to procure, maintain and keep, in full force and effect for the entire time that the Work is ongoing hereunder (and at such time or times as Licensee or any of its contractors shall thereafter enter the License Premises for the purpose of performing any repair or restoration work approved by the District), at no cost or expense to the District, all insurance necessary to protect and save harmless the District and the License Premises and any other properties owned by the District. The insurance required by this Paragraph 10 shall include, but shall not be limited to, the following minimum insurance coverages and limits:

## COVERAGE

Workers' Compensation

Comprehensive Motor Vehicle Liability, including vehicles owned, non-owned or rented

Commercial General Liability, with coverage written on "occurrence" basis and including Licensed an Premises/Operations, Products/ Completed Operations, Independent Contractors. Personal Injury (with Employment Exclusion deleted), Broad Form Property Damage Endorsement, Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement), Bodily Injury and Property Damage, and all employees as insured

#### LIMITS

Statutory Limits

\$2,000,000 Combined Single Limit

\$2,000,000/per occurrence \$3,000,000/general aggregate

Such insurance shall provide that no change, modification or cancellation thereof shall become effective until the expiration of thirty (30) days after written notice thereof shall have been received by the District. The required coverages may be in any combination of primary, excess and umbrella coverage or policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

Licensee, or each of Licensee's contractors as the case may be, shall obtain such insurance with a responsible insurance company licensed to transact business in the State of Illinois and having an A.M. Best Insurance Guide rating of "A" or a comparable rating from another rating agency if such guide is discontinued. Prior to commencing the Work, or any portion thereof, Licensee, or each of Licensee's contractors as the case may be, shall provide to the District certificates of insurance acceptable to the District showing that Licensee or each such contractor maintains the insurance required under this Paragraph 10. Such certificates shall state that the District has been named as an additional insured thereunder.

The coverages and limits set forth above shall be deemed to be minimum coverages and limits and shall not be construed in any way as a limitation on (a) Licensee's, or any of its contractor's, duty to obtain and maintain, or cause to be obtained and maintained, adequate insurance as required in this Paragraph 10, or (b) Licensee's liability for any claims, losses or damages related to this Agreement. Licensee, or each of its contractors as the case may be, shall at all times carry such additional coverages or limits as may be necessary to fully comply with this Agreement.

In the event Licensee represents that it is self-insured, such state of facts shall not relieve the obligations of each of Licensee's contractors to provide the insurance required under this Paragraph 10, nor shall such state of facts relieve Licensee of its indemnification obligations required under Paragraph 8 of this Agreement.

11. <u>COMPLIANCE WITH LAWS</u>. This Agreement does not abrogate or supersede any laws requiring Licensee or the Indemnitor Group, or any of them, to obtain permits, licenses, inspections or approvals related to use of the License Premises, or to any removal, repair, maintenance or operation within the License Premises. Prior to the initial use of the License Premises, Licensee shall deliver to the District copies of all required permits, licenses, inspections and/or approvals related to the use of the License Premises.

12. <u>REIMBURSEMENT AND FEE</u>. Licensee shall reimburse the District for expenses incurred by the District to grant this License. Expenses may include, but are not limited to, legal, survey, environmental, and staff costs. Licensee shall pay to the District the minimum license fee of Five Hundred and No/Dollars (\$500,00) as described in the District's License and Easement Ordinance. The District shall provide Licensee with an invoice outlining the fees incurred by the District relating to this License. Licensee shall reimburse the District for such fees within 30 days after the receipt of the invoice.

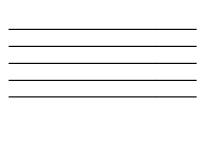
13. <u>NOTICES</u>. Unless otherwise expressly provided herein, any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally, by overnight courier or sent by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to the Licensee:

If to the District:

Lake County Forest Preserve District Dept.of Land Preservation and Special Projects 1899 W Winchester Road Libertyville, Illinois 60048 Attn.: Mr. Bill L. Davis, Land Preservation Manager with a copy to: Quarles & Brady LLP

300 North LaSalle Street Suite 4000 Chicago, Illinois 60654-3422 Attn: Thomas A. McCarthy



or such other address or person as either party from time to time shall designate by written notice to the other. Personal delivery shall include delivery by commercial messenger service or overnight courier. Service by mail shall be deemed effective on the earlier of (i) actual receipt or (ii) three (3) business days after posting.

## 14. MISCELLANEOUS.

(a) This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and any and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written, between the District and the Licensee with respect to the subject matter hereof are merged herein. This Agreement may be modified only by written instrument executed by the party sought to be bound thereby.

(b) If any term, restriction or covenant to this Agreement shall be deemed illegal or unenforceable, all of the terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain in effect to the extent permitted by law; and any application of such term, restriction or covenant to other persons or circumstances shall remain in effect to the extent permitted by law.

(c) This Agreement may be executed in one or more counterparts, each of which taken together shall constitute one and the same original instrument.

(d) The District or Licensee, as the case may be, shall pay all reasonable attorneys' fees and costs incurred by the prevailing party in enforcing the terms and provisions of this Agreement and in defending any proceeding to which the District or Licensee is made a party as a result of the acts or omissions of the other party.

(e) This Agreement is entered into, and shall be governed by and construed in accordance with, the laws of the State of Illinois.

15. <u>EXCULPATORY PROVISION</u>. It is expressly understood and agreed by and between the District and Licensee that, notwithstanding anything herein to the contrary, no individual member of the District's Board of Commissioners or any officer, official, representative or employee of the District or the District's Board of Commissioners shall be personally liable for any of the District's obligations hereunder, or any undertaking or covenant of the District contained herein.

16. <u>LICENSE ONLY GRANTED</u>. This Agreement grants only a temporary license to use the License Premises under the terms and conditions stated above. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the License Premises or the Land. Licensee warrants that it will not record this Agreement or a memorandum or notice of this Agreement, nor will it allow this Agreement or a memorandum or notice of this Agreement to be recorded. Licensee acknowledges and agrees that, upon the expiration of this Agreement, and completion of all restoration work, Licensee shall have no further right to enter upon or across, or otherwise use, the License Premises, and upon such expiration, Licensee shall immediately vacate and discontinue all use of the License Premises.

IN WITNESS WHEREOF, the District and Licensee have set their hands hereto on the day and date first above written.

## LICENSEE:

## DISTRICT:

VILLAGE OF RIVERWOODS	LAKE COUNTY FOREST PRESERVE DISTRICT, a body politic and corporate
Ву:	organized under the Illinois Downstate Forest Preserve District Act, 70 ILCS
Name:	805/0.001 <u>et seq.</u>
Its:	
	Ву:
	Name: Ann B. Maine
	Its: President

## <u>EXHIBIT A</u>

## DEPICTION OF THE LAND AND LICENSE PREMISES

[ATTACHED]

## EXHIBIT B

## **RESTORATION SPECIFICATIONS**

Any restoration work required to be performed by Licensee shall be completed within thirty (30) days of the occurrence of such damage, destruction or adverse impact if the requirements of Section E of this Exhibit can be met; otherwise, such restoration shall be completed as soon as reasonably practicable in accordance with the requirements of Section E hereof. Such restoration shall include, without limitation: (a) replacement and grading of any and all topsoil removed; (b) restoration of any and all fences, roads, trails, paths, pavement, plantings, landscaping, improvements, flora or fauna that are damaged or removed; and (c) replacement and restoration of any and all plant materials by seeding in accordance with the following specifications:

## CHECK ON SPECIFIC SEED MIX WITH RANDY SEEBACH OR NATURAL RESOURCE DEPT

A. Seeding shall utilize the following species in the specified quantities:

#### Ibs/acre WOODLAND COVER CROP

- 1.00 Elymus candensis
- 2.00 Elymus virginicus
- 5.00 Hystrix patula
- 10.00 Agrostis alba
- Ibs/acre WOODLAND FORBS
- .015 Agastache neptoides
- .062 Aster lateriflorus
- .015 Aster shortii
- .006 Campanula americana
- .015 Polygonatum canaliculatum
- .006 Smilicina racemosa
- .031 Solidago flexicaulis
- .050 Phlox divaricata
- .020 Solidago ulmifolia
- .006 Lilium michiganse

Substitutions or deletions from the above species list shall be made only upon approval of the District. Such approval may be obtained by contacting the District's Natural Resource Division at (847) 968-3282.

B. All seed shall be thoroughly blended prior to seeding at the specified weight per acre. The calculation of acreage to be seeded is the responsibility of Licensee.

C. Seeding areas must be prepared with loose, friable soil in order to establish sufficient contact between seed and soil. Soil from off-site shall not be used to top-dress the seeding area.

D. Seed shall be distributed by hand broadcasting, followed, at a minimum, by light raking.

E. Seeding shall be performed only between August 15 and October 1, or in spring from the time the ground can be worked until May 15, during favorable climatic conditions and not in windy weather or when soil is very wet.

F. Subject to disturbances caused by recurrent flooding, Licensee hereby warrants that after two (2) years from seeding, not less than fifty percent (50%) of the species seeded shall be present in the seeding area. If that percentage is lower, a re-seeding plan may be prepared by the District and submitted to Licensee for implementation by Licensee, at no cost or expense to the District, if the natural floodland conditions permit such intensive reseeding.

G. The District may give notice to Licensee of such damage or adverse impact; provided, the District does not have an affirmative obligation to give any such notice to Licensee. Licensee's obligation to restore the License Premises or any other property owned by the District, or to cause the restoration of the same, is not dependent upon receipt of notice from the District. If the District elects to give notice of such damage or adverse impact, Licensee shall complete restoration, or shall cause the same to be completed, in accordance herewith no later than thirty (30) days after receipt of notice of such damage or adverse impact, if the requirements of Section E of this Exhibit can be met; otherwise, such restoration shall be completed as soon as reasonably practicable in accordance with the requirements of Section E hereof. The provisions of this Exhibit shall survive any expiration or termination of this Agreement.

## PERMANENT STEEL SHEET PILING

Effective: December 15, 1993

Revised: January 1, 2007

<u>Description.</u> This work shall consist of furnishing and installing the permanent sheet piling to the limits and tolerances shown on the plans according to Section 512 of the Standard Specifications.

<u>Material.</u> The sheet piling shall be made of steel and shall be new material. The sheeting shall have a minimum yield strength of 38.5 ksi (265 MPa) unless otherwise specified. The sheeting 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.

The Contractor shall select from the following table, a sheet pile section to be used for each wall section with an "effective section modulus" equal to or larger than that specified on the plans.

SHEET PILE SECTION DESIGNATION SZ-10 SZ-11	EFFECTIVE SECTION MODULUS * in <sup>3</sup> /ft. (10 <sup>3</sup> mm <sup>3</sup> /m) 3.5 (189) 4.0 (216)	SHEET PILE SECTION DESIGNATION SZ-22 SPZ-23.5	EFFECTIVE SECTION MODULUS * in <sup>3</sup> /ft. (10 <sup>3</sup> mm <sup>3</sup> /m) 13.5 (728) 13.6 (729)
SZ-12	5.1 (277)	PZ-22	15.3 (823)
SZ-14	6.2 (331)	SZ-222	18.0 (968)
CZ-67	6.5 (349)	SZ-24	19.9 (1072)
SZ-15	6.6 (356)	CZ-114RD	20.1 (1082)
CZ-72	7.3 (393)	PZC-13	20.4 (1098)
SZ-14.5	8.3 (445)	SZ-25	20.5 (1105)
SPZ-16	8.4 (452)	PLZ-23	20.7 (1113)
CZ-84	8.9 (480)	SPZ-23	21.4 (1153)
CZ-95RD	10.2 (550)	CZ-114	21.7 (1165)
CZ-95	10.5 (566)	SZ-27	22.4 (1206)
SZ-18	10.9 (588)	PLZ-25	23.0 (1236)
SPZ-19.5	11.2 (604)	SPZ-26	24.4 (1311)
CZ-101	11.3 (609)	CZ-128	24.8 (1332)
SZ-20	12.0 (648)	PZ-27	25.5 (1371)
CZ-107	12.1 (653)	CZ-141	27.9 (1497)
SZ-21	12.5 (674)	PZC-18	28.3 (1520)
SPZ-22	12.7 (682)	CZ-148	29.4 (1581)
CZ-113	12.9 (695)	PZ-35	43.6 (2344)
		PZ-40	54.6 (2932)

\* Effective Section Modulus is computed by taking the effects of corrosion loss allowances and the Hartman reduction factor.

The selection of the sheet pile section shall not relieve the Contractor of the responsibility to satisfy all details including minimum clearances, cover, embedments, reinforcement, shear stud locations, interlocking, and field cutting. Any modifications of the plans to accommodate the Contractor's selection shall be paid for by the Contractor and subject to the approval of the Engineer.

<u>Construction.</u> 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 construction. 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 construction adjacent to the sheet piling in question.

<u>Method of Measurement</u>. This work will be measured in place in square feet (square meters). Sheet piling associated with other work in this contract or for permanent sheet piling that is cut off or driven beyond those dimensions shown on the plans will not be measured for payment.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for PERMANENT STEEL SHEET PILING at the location shown on the plans.

#### **TEMPORARY SOIL RETENTION SYSTEM**

Effective: December 30, 2002

Revised : May 11, 2009

<u>Description.</u> This work shall consist of designing, furnishing, installing, adjusting for stage construction when required and subsequent removal of the temporary soil retention system according to the dimensions and details shown on the plans and in the approved design submittal.

<u>General.</u> The temporary soil retention system shall be designed by the Contractor as a minimum, to retain the exposed surface area specified in the plans or as directed by the Engineer.

The design calculations and details for the temporary soil retention system proposed by the Contractor 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>Construction.</u> The Contractor shall verify locations of all underground utilities before installing any of the soil retention system components or commencing any excavation. 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 soil retention system shall be installed according to the Contractor's approved design, or as directed by the Engineer, prior to commencing any related excavation. If unable to install the temporary soil retention system as specified in the approved design, the Contractor shall have the adequacy of the design re-evaluated. Any reevaluation shall be submitted to the Engineer for approval prior to commencing the excavation adjacent to the area in question. The Contractor shall not excavate below the maximum excavation line shown in the approved design without the prior permission of the Engineer. The temporary soil retention system shall remain in place until the Engineer determines it is no longer required.

The temporary soil retention system 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 temporary soil retention system leaving the remainder in place. The remaining temporary soil retention system shall be removed to a depth which will not interfere with the new construction, and as a minimum, to a depth of 12 in. (300 mm) below the finished grade, or as directed by the Engineer. Removed system components 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 its presence was not obvious or specifically noted on the plans prior to bidding, that cannot be driven or installed through or around, with normal driving or installation procedures, but requires additional excavation or other procedures to remove or miss the obstruction.

<u>Method of Measurement</u>. The temporary soil retention system furnished and installed according to the Contractor's approved design or as directed by the Engineer will be measured for payment in place, in square feet (square meters). The area measured shall be the vertical exposed surface area envelope of the excavation supported by temporary soil retention system. Portions of the temporary soil retention system left in place for reuse in later stages of construction shall only be measured for payment once.

Any temporary soil retention system installed beyond those dimensions shown on the contract plans or the approved contractor's design without the written permission of the Engineer, shall not be measured for payment but shall be done at the contractor's own expense.

<u>Basis of Payment</u>. This work will be paid for at the contract unit price per square foot (square meter) for TEMPORARY SOIL RETENTION SYSTEM.

Payment for any excavation, related solely to the installation and removal of the temporary soil retention system and/or its components, shall not be paid for separately but shall be included in the unit bid price for TEMPORARY SOIL RETENTION SYSTEM. Other 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.

## ABOVE GRADE INLET PROTECTION (BDE)

Effective: July 1, 2009

Revised: January 1, 2012

Add the following to Article 280.02 of the Standard Specifications:

Add the following paragraph after the second paragraph of Article 280.04(c) of the Standard Specifications:

"When above grade inlet filters are specified, they shall be of sufficient size to completely span and enclose the inlet structure. Prior to ordering materials, the Contractor shall determine the size of the various drainage structures being protected." Add the following paragraph after the second paragraph of Article 280.08(d) of the Standard Specifications:

"Protection of drainage structures with rigid inlet protection assemblies will be paid for at the contract unit price per each for ABOVE GRADE INLET FILTERS."

Add the following to Article 1081.15 of the Standard Specifications:

- "(j) Above Grade Inlet Filters. Above grade inlet filters shall consist of a rigid polyethylene frame covered with a fitted geotextile filter. A clean, used fitted filter and a used rigid polyethylene frame in good condition meeting the approval of the Engineer may be substituted for new materials. Materials for the above grade inlet filter assembly shall be according to the following.
  - (1) Frame Construction. Frame shall be constructed of a high density polyethylene copolymer. The design of the frame shall allow the structure to fit completely over the sewer inlet. The frame shall be a minimum of 26 in. (650 mm) tall and the top of the frame shall be designed with an opening to allow large volumes of water to pass through under high flow events. The frame shall conform to the following requirements:

	Frame	
Material Property	Test Method	Value
Tensile Yield Strength	ASTM D 638	3600 psi (24.82 MPa)
Elongation at Break	ASTM D 638	>600%
Tensile-Impact Strength	ASTM D 1822	170 ft lb/sq in (230 J)
Brittleness Temperature	ASTM D 746	<-105°F (-76.11°C)
Environmental Stress Cracking	ASTM D 1693	>800 hours
Durometer Hardness, Shore A	ASTM D 2240	68
Vigat Softaning		

Vicat Softening Temperature	ASTM D 1525	254°F (123.33°C)
Deflection Temperature	ASTM D 648	157°F (69.44°C)
Coefficient of Linear Thermal Expansion	ASTM D 696	7x10 <sup>⁻5</sup> in/in/°F (12.6x10 <sup>⁻5</sup> m/m/°C)
Bulk Density	ASTM D 1895	37 lbs/cu ft (592.7 kg/cu m)

(2) Fitted Geotextile Filter. The sides of the fitted geotextile filter shall be constructed of 100 percent continuous polyester needle-punched fabric. The filter shall be fabricated to provide a direct fit to the frame. The top of the filter shall integrate a coarse screening to allow large volumes of water to pass through in the event of heavy flows. This screening shall have a minimum apparent opening of 1/2 in. (13 mm). The filter shall have integrated anti-buoyancy pockets capable of holding no less than 3.0 cu ft (0.08 cu m) of stabilization material. Each filter shall have a label with the following information sewn to or otherwise permanently adhered to the outside: manufacturer's name, product name, and lot, model or serial number. The fitted geotextile filter shall conform to the following requirements:

F	itted Geotextile Filt	er
Material Property	Test Method	Minimum Avg. Roll Value
Weight	ASTM D 3776	3.0 oz/sq yd +/- 10% (71.1 grams/sq m)
Grab Tensile Strength	ASTM D 4632	80 lb min. (36.29 kg)
Grab Tensile Elongation	ASTM D 4632	50%
Bursting Strength	ASTM D 3786	150 psi min. (1.03 MPa)
Puncture Resistance	ASTM D 4833	50 lb min. (22.68 kg)
Trapezoid Tearing Strength	ASTM D 4533	30 lb min. (13.61 kg)
Apparent Opening Size	ASTM D 4751	Sieve No. 70 (0.212 mm)
Permittivity	ASTM D 4491	2.0/sec
Water Permeability	ASTM D 4491	102 gal/min/sq ft (4150 liter/min/sq m)
UV Resistance	ASTM D 4355	70% at 500 hours

(3) Certification. The manufacturer shall furnish a certificate with each shipment of above grade inlet filter assemblies, stating the amount of product furnished and that the material complies with these requirements."

### AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012

Revised: January 1, 2013

Add the following Section to the Standard Specifications:

#### **"SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

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

**303.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	
(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, CS 02, and RR 01 but shall not exceed 40 percent of the total product. The top size of the RAP shall be less than 4 in. (100 mm) and well graded.

Note 2. RAP having 100 percent passing the 1 1/2 in. (37.5 mm) sieve and being well graded, may be used as capping aggregate in the top 3 in. (75 mm) when aggregate gradations CS 01, CS 02, or RR 01 are used in lower lifts.

Note 3. The RAP used for aggregate subgrade improvement shall be according to the current Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications".

**303.03 Equipment.** The vibratory machine shall be according to Article 1101.01, or as approved by the Engineer.

**303.04 Soil Preparation.** The stability of the soil shall be according to the Department's Subgrade Stability Manual for the aggregate thickness specified.

**303.05 Placing Aggregate.** The maximum nominal lift thickness of aggregate gradations CA 02, CA 06, or CA 10 shall be 12 in. (300 mm). The maximum nominal lift thickness of aggregate gradations CS 01, CS 02, and RR 01 shall be 24 in. (600 mm).

**303.06 Capping Aggregate.** The top surface of the aggregate subgrade shall consist of a minimum 3 in. (75 mm) of aggregate gradations CA 06 or CA 10. When the contract specifies that a granular subbase is to be placed on the aggregate subgrade improvement, the 3 in. (75 mm) of capping aggregate shall be the same gradation and may be placed with the underlying aggregate subgrade improvement material.

**303.07 Compaction.** All aggregate lifts shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

**303.08 Finishing and Maintenance of Aggregate Subgrade Improvement.** The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

**303.09 Method of Measurement.** This work will be measured for payment according to Article 311.08.

**303.10 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"**1004.06 Coarse Aggregate for Aggregate Subgrade Improvement.** The aggregate shall be according to Article 1004.01 and the following.

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

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

	COA	COARSE AGGREGATE SUBGRADE GRADATIONS								
Grad No. Sieve Size and Percent 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 mm				
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."

#### ANCHOR BOLTS (BDE)

Effective: January 1, 2013

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

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

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

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

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

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

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

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

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

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

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

Effective: April 1, 2012

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

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

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

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

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

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

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

\*top slab 7 in., bottom slab 6.0 in.

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

\*top slab 7.0 in., bottom slab 6.0 in.

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

\*top slab 7.5 in., bottom slab 6.0 in.

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

\*top slab 7.5 in., bottom slab 6.0 in.

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

\*top slab 7.5 in., bottom slab 6.0 in.

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

\*top slab 8.0 in., bottom slab 7.0 in.

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

\*top slab 8.0 in., bottom slab 7.0 in.

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

\*top slab 8.0 in., bottom slab 7.0 in.

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

\*top slab 8.0 in.

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

\*top slab 8.0 in.

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

\*top slab 8.0 in.

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

\*top slab 8.0 in.

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

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

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

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

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

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

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

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

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

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

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

	9 ft by 7 ft by 9 in.											
Design		Circumferential Reinforcement Areas, sq in. / ft.										
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.			
0<2	0.313	0.464	0.491	0.216	0.311	0.216	0.453	0.216				
2<3	0.360	0.561	0.583	0.216					64			
3-5	0.262	0.402	0.423	0.216					58			

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

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

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

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

			10 f	t by 7 ft b	y 10 in.				
Design		(	Circumfere	ential Reir	nforceme	nt Areas,	sq in./ ft.		
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.
0<2	0.321	0.445	0.463	0.240	0.298	0.240	0.240	0.240	
2<3	0.423	0.591	0.614	0.240					59
3-5	0.307	0.425	0.447	0.240					56

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

10 ft by 9 ft by 10 in.											
Design		Circumferential Reinforcement Areas, sq in./ ft.									
Earth Cover, ft.	As1	As2	As3	As4	As5	As6	As7	As8	"M", in.		
0<2	0.284	0.492	0.527	0.240	0.329	0.240	0.240	0.240			
2<3	0.371	0.660	0.694	0.240					79		
3-5	0.272	0.475	0.508	0.240					85		

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

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

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

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

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

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

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

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

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

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

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

# CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

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

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

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

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

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

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

- a) Included on the U.S. Environmental Protection Agency (USEPA) Verified Retrofit Technology List (<u>http://www.epa.gov/otag/retrofit/verif-list.htm</u>), or verified by the California Air Resources Board (CARB) (<u>http://www.arb.ca.gov/diesel/verde/verdev.htm</u>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

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

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

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

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

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

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

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

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected. Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

### 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.

<u>STATE OBLIGATION</u>. 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.

<u>OVERALL GOAL SET FOR THE DEPARTMENT</u>. 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.

<u>CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR</u>. 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 **0.00%** 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 to meet this goal of DBE participation if either of the following is done in accordance with the procedures set for in this Special Provision:

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

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

<u>BIDDING PROCEDURES</u>. Compliance with this Special Provision is a material bidding requirement. The failure of the bidder to comply will render the bid not responsive.

- (a) The bidder shall submit a Disadvantaged Business Utilization Plan on Department forms SBE 2025 and 2026 with the bid.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
  - (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 owneroperator. 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.

<u>CONTRACT COMPLIANCE</u>. 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 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 be come 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) <u>PAYMENT RECORDS</u>. 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.

### LIQUIDATED DAMAGES (BDE)

Effective: April 1, 2013

Revise the table in Article 108.09 of the Standard Specifications to read:

"Schedule of Deductions for Each Day of Overrun in Contract Time				
Original Contract Amount		Daily Charges		
From More	To and	Calendar	Work	
Than	Including	Day	Day	
\$ 0	\$ 100,000	\$ 475	\$ 675	
100,000	500,000	750	1,050	
500,000	1,000,000	1,025	1,425	
1,000,000	3,000,000	1,275	1,725	
3,000,000	6,000,000	1,425	2,000	
6,000,000	12,000,000	2,300	3,450	
12,000,000	And over	6,775	9,525"	

# PAVEMENT REMOVAL (BDE)

Effective: April 1, 2013

Revise Article 440.07(c) of the Standard Specifications to read:

"(c) Adjustment of Quantities. The quantity of pavement removal will be adjusted if the thickness of the existing pavement 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 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."

# PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Revised: January 1, 2006

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

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

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

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

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

#### PLACING AND CONSOLIDATING CONCRETE (BDE)

Effective: January 1, 2013

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

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

Revise Article 503.07 of the Standard Specifications to read:

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

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

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

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

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

When concrete is pumped, the equipment shall be suitable in kind and adequate in capacity for the work and arranged so that vibrations will not damage freshly placed concrete. Aluminum pipe or conduit will not be permitted in pumping or placing concrete. Mixed concrete shall be supplied to maintain continuous operation of the pumping equipment.

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

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

The concrete shall be consolidated by internal vibration unless self-consolidating concrete is used. Self-consolidating concrete may be used for inaccessible locations where consolidation by internal vibration is not practicable. The self consolidating concrete shall be rodded with a piece of lumber, conduit, or vibrator if the material has lost its fluidity prior to placement of additional concrete. The vibrator may only be permitted if it can be used in a manner that does not cause segregation as determined by the Engineer. Any other method for restoring the fluidity of the concrete shall be approved by the Engineer.

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

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

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

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

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

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

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

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

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

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

### POLYUREA PAVEMENT MARKINGS (BDE)

Effective: November 1, 2012

Revise: January 1, 2013

Revise the first paragraph of Article 780.13 of the Standard Specifications to read:

"780.13 Basis of Payment. This work will be paid for at the contract unit prices per foot (meter) of applied line width, as specified, for THERMOPLASTIC PAVEMENT MARKING - LINE; PAINT PAVEMENT MARKING - LINE; EPOXY PAVEMENT MARKING - LINE; PREFORMED PLASTIC PAVEMENT MARKING - LINE - TYPE B, C, or B - INLAID; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LINE, POLYUREA PAVEMENT MARKING TYPE I – LINE, POLYUREA PAVEMENT MARKING TYPE II - LINE; and/or per square foot (square meter) for THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS; POXY PAVEMENT MARKING - LETTERS AND SYMBOLS; PREFORMED PLASTIC PAVEMENT MARKING - TYPE B, C, or B - INLAID - LETTERS AND SYMBOLS; PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE I – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS; POLYUREA PAVEMENT MARKING TYPE II – LETTERS AND SYMBOLS."

# PORTLAND CEMENT CONCRETE (BDE)

Effective: January 1, 2012

Revised: January 1, 2013

Revise Notes 1 and 2 of Article 312.24 of the Standard Specifications to read:

- "Note 1. Coarse aggregate shall be gradation CA 6, CA 7, CA 9, CA 10, or CA 11, Class D quality or better. Article 1020.05(d) shall apply.
- Note 2. Fine aggregate shall be FA 1 or FA 2. Article 1020.05(d) shall apply."

Revise the first paragraph of Article 312.26 of the Standard Specifications to read:

**"312.26 Proportioning and Mix Design.** At least 60 days prior to start of placing CAM II, the Contractor shall submit samples of materials for proportioning and testing. The mixture shall contain a minimum of 200 lb (90 kg) of cement per cubic yard (cubic meter). Portland cement may be replaced with fly ash according to Article 1020.05(c)(1), however the minimum portland cement content in the mixture shall be 170 lbs/cu yd (101 kg/cu m). Blends of coarse and fine aggregates will be permitted, provided the volume of fine aggregate does not exceed the volume of coarse aggregate. The Engineer will determine the proportions of materials for the mixture. However, the Contractor may substitute their own mix design. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

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

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

Add the following to Article 1003.02 of the Standard Specifications:

- (e) Alkali Reaction.
  - (1) ASTM C 1260. Each fine aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.03 percent will be assigned to limestone or dolomite fine aggregates (manufactured stone sand). However, the Department reserves the right to perform the ASTM C 1260 test.
  - (2) ASTM C 1293 by Department. In some instances, such as chert natural sand or other fine aggregates, testing according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.

(3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor to evaluate the Department's ASTM C 1260 test result. The laboratory performing the ASTM C 1293 test shall be approved by the Department according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing".

The ASTM C 1293 test shall be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.80 percent or greater. The interior vertical wall of the ASTM C 1293 recommended container (pail) shall be half covered with a wick of absorbent material consisting of blotting paper. If the testing laboratory desires to use an alternate container, wick of absorbent material, or amount of coverage inside the container with blotting paper, ASTM C 1293 test results with an alkali-reactive aggregate of known expansion characteristics shall be provided to the Engineer for review and approval. If the expansion is less than 0.040 percent after one year, the aggregate will be assigned an ASTM C 1260 expansion value of 0.08 percent that will be valid for two years, unless the Engineer determines the aggregate has changed significantly. If the aggregate is manufactured into multiple gradation numbers, and the other gradation numbers have the same or lower ASTM C 1260 value, the ASTM C 1293 test result may apply to multiple gradation numbers.

The Engineer reserves the right to verify a Contractor's ASTM C 1293 test result. When the Contractor performs the test, a split sample shall be provided to the Engineer. The Engineer may also independently obtain a sample at any time. The aggregate will be considered reactive if the Contractor or Engineer obtains an expansion value of 0.040 percent or greater.

Revise the first paragraph of Article 1004.01(e)(5) of the Standard Specifications to read:

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

Revise Article 1004.02(d) of the Standard Specifications to read:

- "(d)Combining Sizes. Each size shall be stored separately and care shall be taken to prevent them from being mixed until they are ready to be proportioned. Separate compartments shall be provided to proportion each size.
  - (1) When Class BS concrete is to be pumped, the coarse aggregate gradation shall have a minimum of 45 percent passing the 1/2 in. (12.5 mm) sieve. The Contractor may combine two or more coarse aggregate sizes, consisting of CA 7, CA 11, CA 13, CA 14, and CA 16, provided a CA 7 or CA 11 is included in the blend.
  - (2) If the coarse aggregate is furnished in separate sizes, they shall be combined in proportions to provide a uniformly graded coarse aggregate grading within the following limits.

Class	Combined		Sieve	Size a	and Pe	rcent P	assing	
of	Sizes	2 1/2		1 3/4		1	1/2	No.
Concrete <sup>1/</sup>	01263	in.	in.	in.	in.	in.	in.	4
PV 2/								
	CA 5 & CA 7			100	98±2	72±22	22±12	3±3
	CA 5 & CA			100	98±2	72±22	22±12	3±3
	11							
SI and SC 2/								
	CA 3 & CA 7		95±5				20±10	
	CA 3 & CA	100	95±5			55±25	20±10	3±3
	11						~ ~ ~	
	CA 5 & CA 7			100			22±12	
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3
	11							
Class		Siev		(moti	ric) and		nt Pass	sina
of	Combined	63	50	45	37.5	25	12.5	4.75
Concrete <sup>1/</sup>	Sizes	mm	mm	mm	mm	mm	mm	mm
PV <sup>2/</sup>								
	CA 5 & CA 7			100	98+2	72+22	22±12	3+3
	CA 5 & CA			100			22±12	
	11							
SI and SC 2/								
	CA 3 & CA 7	100	95±5			55±25	20±10	3±3
	CA 3 & CA	100	95±5			55±25	20±10	3±3
	11							
	CA 5 & CA 7			100			22±12	
	CA 5 & CA 11			100	98±2	72±22	22±12	3±3

- 1/ See Table 1 of Article 1020.04.
- 2/ Any of the listed combination of sizes may be used."

Add the following to Article 1004.02 of the Standard Specifications:

- (g) Alkali Reaction.
  - (1) ASTM C 1260. Each coarse aggregate will be tested by the Department for alkali reaction according to ASTM C 1260. The test will be performed with Type I or II portland cement having a total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.90 percent or greater. The Engineer will determine the assigned expansion value for each aggregate, and these values will be made available on the Department's Alkali-Silica Potential Reactivity Rating List. The Engineer may differentiate aggregate based on ledge, production method, gradation number, or other factors. An expansion value of 0.05 percent will be assigned to limestone or dolomite coarse aggregates. However, the Department reserves the right to perform the ASTM C 1260 test.
  - (2) ASTM C 1293 by Department. In some instances testing a coarse aggregate according to ASTM C 1260 may not provide accurate test results. In this case, the Department may only test according to ASTM C 1293.
  - (3) ASTM C 1293 by Contractor. If an individual aggregate has an ASTM C 1260 expansion value that is unacceptable to the Contractor, an ASTM C 1293 test may be performed by the Contractor according to Article 1003.02(e)(3).

Revise the first paragraph of Article 1019.06 of the Standard Specifications to read:

"**1019.06 Contractor Mix Design.** A Contractor may submit their own mix design and may propose alternate fine aggregate materials, fine aggregate gradations, or material proportions. Article 1020.05(a) shall apply and a Level III PCC Technician shall develop the mix design."

Revise Section 1020 of the Standard Specifications to read:

## **"SECTION 1020. PORTLAND CEMENT CONCRETE**

**1020.01 Description.** This item shall consist of the materials, mix design, production, testing, curing, low air temperature protection, and temperature control of concrete.

**1020.02** Materials. Materials shall be according to the following.

Item	Article/Section
(a) Cement	
(b) Water	
(c) Fine Aggregate	
(d) Coarse Aggregate	
(e) Concrete Admixtures	
(f) Finely Divided Minerals	
(g) Concrete Curing Materials	
(h) Straw	
(i) Calcium Chloride	

## **1020.03** Equipment. Equipment shall be according to the following.

Item	Article/Section
(a) Concrete Mixers and Trucks	
(b) Batching and Weighing Equipment	
(c) Automatic and Semi-Automatic Batching Equipment	
(d) Water Supply Equipment	
(e) Membrane Curing Equipment	
(f) Mobile Portland Cement Concrete Plants	

**1020.04** Concrete Classes and General Mix Design Criteria. The classes of concrete shown in Table 1 identify the various mixtures by the general uses and mix design criteria. If the class of concrete for a specific item of construction is not specified, Class SI concrete shall be used.

For the minimum cement factor in Table 1, it shall apply to portland cement, portlandpozzolan cement, and portland blast-furnace slag except when a particular cement is specified in the Table.

The Contractor shall not assume that the minimum cement factor indicated in Table 1 will produce a mixture that will meet the specified strength. In addition, the Contractor shall not assume that the maximum finely divided mineral allowed in a mix design according to Article 1020.05(c) will produce a mixture that will meet the specified strength. The Contractor shall select a cement factor within the allowable range that will obtain the specified strength. The Contractor shall take into consideration materials selected, seasonal temperatures, and other factors which may require the Contractor to submit multiple mix designs.

For a portland-pozzolan cement, portland blast-furnace slag cement, or when replacing portland cement with finely divided minerals per Articles 1020.05(c) and 1020.05(d), the portland cement content in the mixture shall be a minimum of 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). When calculating the portland cement portion in the portland-pozzolan or portland blast-furnace slag cement, the AASHTO M 240 tolerance may be ignored.

Special classifications may be made for the purpose of including the concrete for a particular use or location as a separate pay item in the contract. The concrete used in such cases shall conform to this section.

		TABLE 1.	CLASSES OF C	ONCRETE ANI	O MIX DESI	GN CF	ITERL	A			
Class of Conc.	Use	Specification Section Reference	Cen Fac cwt/c (5	ctor cu yd 3)	Water / Cement Ratio lb/lb	S 1 u m p in.	Comp (Flex	Aix Desig ressive St cural Stren i, minimu Days	rength ngth) Im	Air Content %	Coarse Aggregate Gradations (14)
			Min.	Max		(4)	3	14	28		
PV	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	5.65 (1) 6.05 (2)	7.05	0.32 - 0.42	2 - 4 (5)	Ty III 3500 (650)	3500 (650)		5.0 - 8.0 (5)	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
PP	Pavement Patching Bridge Deck Patching (10)	442					Article	3200 (600) e 701.17(e	e)(3)b.		
	PP-1		6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4	a	t 48 hours	8	4.0 - 7.0	CA 7, CA 11,
	PP-2		7.35	8.20	0.32 - 0.38	2 - 6		t 24 hour		4.0 - 6.0	CA 13, CA 14,
	PP-3		7.35 (Ty III) (8)	7.35 (Ty III) (8)	0.32 - 0.35	2 - 4		t 16 hour		4.0 - 6.0	or CA 16
	PP-4		6.00 (9)	6.25 (9)	0.32 - 0.50	2 - 6		at 8 hours		4.0 - 6.0	
	PP-5		6.75 (9)	6.75 (9)	0.32 - 0.40	2 - 8		at 4 hours		4.0 - 6.0	a
RR	Railroad Crossing	422	6.50 6.20 (Ty III)	7.50 7.20 (Ty III)	0.32 - 0.44	2 - 4		3500 (650 it 48 hour		4.0 - 7.0	CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab	503	6.05	7.05	0.32 - 0.44	2 - 4 (5)		4000 (675)		5.0 - 8.0 (5)	CA 7, CA 11, or CA 14 (7)
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44 0.25 - 0.40	1 - 4 0 - 1	See	Section 1	042	5.0 - 8.0 N/A	CA7, CA11,CA 13, CA 14, CA 16, or CA 7 & CA 16
PS	Precast Prestressed Members Precast Prestressed Piles and Extensions Precast Prestressed Sight Screen	504 512 639	5.65 5.65 (TY III)	7.05 7.05 (TY III)	0.32 - 0.44	1 - 4			Plans 5000 3500	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16

		TABLE 1.	CLASSES OF C	CONCRETE	AND MIX I	DESIGN	I CRITE	RIA			
Class of Conc.	Use	Specification Section Reference	Ceme Facto cwt/cu (3)	ſ	Water / Cement Ratio lb/lb	S l m p in.	Comp (Fle>	Aix Desig ressive St cural Stre i, minimu Days	rength ngth) 1m	Air Content %	Coarse Aggregate Gradations (14)
			Min.	Max		(4)	3	14	28		
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	6.65	7.05	0.32 - 0.44	6 - 8 (6)		4000 (675)		5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.
SC	Seal Coat	503	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	3 - 5		3500 (650)			CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 7, CA 5 & CA 11, CA 7, or CA 11
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	5.65 (1) 6.05 (2)	7.05	0.32 - 0.44	2 - 4 (5)		3500 (650)		5.0 - 8.0 (5)	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)

- Notes: (1) Central-mixed.
  - (2) Truck-mixed or shrink-mixed.
  - (3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
  - (4) The maximum slump may be increased to 7 in. when a high range water-reducing admixture is used for all classes of concrete, except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 8 in. For Class PP-1, the maximum slump may be increased to 6 in. For Class PS, the 7 in. maximum slump may be increased to 8 1/2 in. if the high range water-reducing admixture is the polycarboxylate type.
  - (5) The slump range for slipform construction shall be 1/2 to 2 1/2 in. and the air content range shall be 5.5 to 8.0 percent.
  - (6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 8 10 in. at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 2 4 in.
  - (7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
  - (8) In addition to the Type III portland cement, 100 lb/cu yd of ground granulated blast-furnace slag and 50 lb/cu yd of microsilica (silica fume) shall be used. For an air temperature greater than 85 °F, the Type III portland cement may be replaced with Type I or II portland cement.
  - (9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
  - (10) For Class PP concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 4,000 psi compressive or 675 psi flexural

strength for all PP mix designs.

- (11) The nominal maximum size permitted is 3/4 in. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
- (12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 2 cu yd trial batch to verify the mix design.
- (13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
- (14) Alternate combinations of gradation sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

	TABLE 1. CLASSES OF CONCRETE AND MIX DESIGN CRITERIA (metric)										
Class of Conc.	Use	Specification Section Reference	kg/c	ctor cu m	Water / Cement Ratio	S l u m p	Comp (Flex	Mix Design Compressive Strength (Flexural Strength) kPa, minimum		Air Content %	Coarse Aggregate Gradations (14)
			(i Min.	Max	kg/kg	mm (4)	3	Days 14	28		
	Pavement Base Course Base Course Widening Driveway Pavement Shoulders Shoulder Curb	420 or 421 353 354 423 483 662	335 (1) 360 (2)	418	0.32 - 0.42	50 - 100 (5)	Ty III 24,000 (4500)	24,000 (4500)		5.0 - 8.0 (5)	CA 5 & CA 7, CA 5 & CA 11, CA 7, CA 11, or CA 14
PP	Pavement Patching Bridge Deck Patching (10)	442					22,100 (4150) Article 701.17(e)(3)b.				
	PP-1		385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100	a	t 48 hour	s	4.0 - 7.0	CA 7, CA 11, CA 13, CA 14,
	PP-2		435	485	0.32 - 0.38	50 - 150		t 24 hour	-	4.0 - 6.0	or CA 16
	PP-3 PP-4		435 (Ty III) (8) 355 (9)	435 (Ty III) (8) 370 (9)	0.32 - 0.35	50 - 100 50 - 150		it 16 hour at 8 hours	-	4.0 - 6.0	
	PP-5		400 (9)	400 (9)	0.32 - 0.40	50 - 200		at 4 hours		4.0 - 6.0	
RR	Railroad Crossing	422	385 365 (Ty III)	445 425 (Ty III)	0.32 - 0.44	50 - 100		,000 (450 at 48 hour		4.0 - 7.0	CA 7, CA 11, or CA 14
BS	Bridge Superstructure Bridge Approach Slab	503	360	418	0.32 - 0.44	50 - 100 (5)		27,500 (4650)		5.0 - 8.0 (5)	CA 7, CA 11, or CA 14 (7)
PC	Various Precast Concrete Items Wet Cast Dry Cast	1042	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44 0.25 - 0.40	25 - 100 0 - 25	See	Section 1	042	5.0 - 8.0 N/A	CA7, CA11, CA13, CA 14, CA 16, or CA 7 & CA 16
PS	Precast Prestressed Members Precast Prestressed Piles and Extensions Precast Prestressed Sight Screen	504 512 639	335 335 (TY III)	418 418 (TY III)	0.32 - 0.44	25 - 100			Plans 34,500 24,000	5.0 - 8.0	CA 11 (11), CA 13, CA 14 (11), or CA 16

	Т	ABLE 1. CLA	SSES OF CON	CRETE AN	D MIX DESI	GN CRITI	ERIA (n	netric)			
Class of Conc.	Use	Specification Section Reference	Ceme Facto kg/cu (3)	ρr	Water / Cement Ratio kg/kg	S l u m p mm	Comp (Flex	Aix Desig ressive St cural Strer a, minimu Days	rength 1gth)	Air Content %	Coarse Aggregate Gradations (14)
			Min.	Max		(4)	3	14	28		
DS	Drilled Shaft (12) Metal Shell Piles (12) Sign Structures Drilled Shaft (12) Light Tower Foundation (12)	516 512 734 837	395	418	0.32 - 0.44	150 -200 (6)		27,500 (4650)		5.0 - 8.0	CA 13, CA 14, CA 16, or a blend of these gradations.
SC	Seal Coat	503	335 (1) 360 (2)	418	0.32 - 0.44	75 - 125		24,000 (4500)		Optional 6.0 max.	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 11, CA 7, or CA 11
SI	Structures (except Superstructure) Sidewalk Slope Wall Encasement Box Culverts End Section and Collar Curb, Gutter, Curb & Gutter, Median, and Paved Ditch Concrete Barrier Sign Structures Spread Footing Concrete Foundation Pole Foundation (12) Traffic Signal Foundation Drilled Shaft (12) Square or Rectangular	503 424 511 512 540 542 606 637 734 836 878	335 (1) 360 (2)	418	0.32 - 0.44	50 - 100 (5)		24,000 (4500)		5.0 - 8.0 (5)	CA 3 & CA 7, CA 3 & CA 11, CA 5 & CA 7, CA 5 & CA 7, CA 7, CA 11, CA 13, CA 14, or CA 16 (13)

- Notes: (1) Central-mixed.
  - (2) Truck-mixed or shrink-mixed.
  - (3) For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the cement factor shall be increased by ten percent.
  - (4) The maximum slump may be increased to 175 mm when a high range water-reducing admixture is used for all classes of concrete except Class PV, SC, and PP. For Class SC, the maximum slump may be increased to 200 mm. For Class PP-1, the maximum slump may be increased to 150 mm. For Class PS, the 175 mm maximum slump may be increased to 215 mm if the high range water-reducing admixture is the polycarboxylate type.
  - (5) The slump range for slipform construction shall be 13 to 64 mm and the air content range shall be 5.5 to 8.0 percent.
  - (6) If concrete is placed to displace drilling fluid, or against temporary casing, the slump shall be 200 250 mm at the point of placement. If a water-reducing admixture is used in lieu of a high range water-reducing admixture according to Article 1020.05(b)(7), the slump shall be 50 100 mm.
  - (7) For Class BS concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching.
  - (8) In addition to the Type III portland cement, 60 kg/cu m of ground granulated blast-furnace slag and 30 kg/cu m of microsilica (silica fume) shall be used. For an air temperature greater than 30 °C, the Type III portland cement may be replaced with Type I or II portland cement.
  - (9) The cement shall be a rapid hardening cement from the Department's "Approved List of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs" for PP-4 and calcium aluminate cement for PP-5.
  - (10) For Class PP concrete used in bridge deck patching, the coarse aggregate gradation shall be CA 13, CA 14, or CA 16, except CA 11 may be used for full-depth patching. In addition, the mix design shall have 72 hours to obtain a 27,500 kPa compressive or 4,650 kPa flexural.
  - (11) The nominal maximum size permitted is 19 mm. Nominal maximum size is defined as the largest sieve which retains any of the aggregate sample particles.
  - (12) The concrete mix shall be designed to remain fluid throughout the anticipated duration of the pour plus one hour. At the Engineer's discretion, the Contractor may be required to conduct a minimum 1.5 cu m trial batch to verify the mix design.
  - (13) CA 3 or CA 5 may be used when the nominal maximum size does not exceed two-thirds the clear distance between parallel reinforcement bars, or between the reinforcement bar and the form. Nominal maximum size is defined in Note 11.
  - (14) Alternate combinations of gradation sizes may be used with the approval of the Engineer. Refer also to Article 1004.02(d) for additional information on combining sizes.

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

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

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

**1020.05** Other Concrete Criteria. The concrete shall be according to the following.

(a) Proportioning and Mix Design. For all Classes of concrete, it shall be the Contractor's responsibility to determine mix design material proportions and to proportion each batch of concrete. A Level III PCC Technician shall develop the mix design for all Classes of concrete, except Classes PC and PS. The mix design, submittal information, trial batch, and Engineer verification shall be according to the "Portland Cement Concrete Level III Technician" course material. The Contractor shall provide the mix designs a minimum of 45 calendar days prior to production. More than one mix design may be submitted for each class of concrete.

The Engineer will verify the mix design submitted by the Contractor. Verification of a mix design shall in no manner be construed as acceptance of any mixture produced. Once a mix design has been verified, the Engineer shall be notified of any proposed changes.

Tests performed at the jobsite will determine if a mix design can meet specifications. If the tests indicate it cannot, the Contractor shall make adjustments to a mix design, or submit a new mix design if necessary, to comply with the specifications.

(b) Admixtures. The Contractor shall be responsible for using admixtures and determining dosages for all Classes of concrete, cement aggregate mixture II, and controlled low-strength material that will produce a mixture with suitable workability, consistency, and plasticity. In addition, admixture dosages shall result in the mixture meeting the specified plastic and hardened properties. The Contractor shall obtain approval from the Engineer to use an accelerator when the concrete temperature is greater than 60 °F (16 °C). However, this accelerator approval by the Engineer will not be required for Class PP, RR, PC, and PS concrete. The accelerator shall be the non-chloride type unless otherwise specified in the contract plans.

The Department will maintain an Approved List of Corrosion Inhibitors. Corrosion inhibitor dosage rates shall be according to Article 1020.05(b)(10). For information on approved controlled low-strength material air-entraining admixtures, refer to The Department will also maintain an Approved List of Concrete Article 1019.02. Admixtures, and an admixture technical representative shall be consulted by the Contractor prior to the pour when determining an admixture dosage from this list or when making minor admixture dosage adjustments at the jobsite. The dosage shall be within the range indicated on the approved list unless the influence by other admixtures, jobsite conditions (such as a very short haul time), or other circumstances warrant a dosage outside the range. The Engineer shall be notified when a dosage is proposed outside the range. To determine an admixture dosage, air temperature, concrete temperature, cement source and quantity, finely divided mineral sources and quantity, influence of other admixtures, haul time, placement conditions, and other factors as appropriate shall be considered. The Engineer may request the Contractor to have a batch of concrete mixed in the lab or field to verify the admixture dosage is correct. An admixture dosage or combination of admixture dosages shall not delay the initial set of concrete by more than one hour. When a retarding admixture is required or appropriate for a bridge deck or bridge deck overlay pour, the initial set time shall be delayed until the deflections due to the concrete dead load are no longer a concern for inducing cracks in the completed work. However, a retarding admixture shall not be used to further extend the pour time and justify the alteration of a bridge deck pour sequence.

When determining water in admixtures for water/cement ratio, the Contractor shall calculate 70 percent of the admixture dosage as water, except a value of 50 percent shall be used for a latex admixture used in bridge deck latex concrete overlays.

The sequence, method, and equipment for adding the admixtures shall be approved by the Engineer. Admixtures shall be added to the concrete separately. An accelerator shall always be added prior to a high range water-reducing admixture, if both are used.

Admixture use shall be according to the following.

- (1) When the atmosphere or concrete temperature is 65 °F (18 °C) or higher, a retarding admixture shall be used in the Class BS concrete and concrete bridge deck overlays. The proportions of the ingredients of the concrete shall be the same as without the retarding admixture, except that the amount of mixing water shall be reduced, as may be necessary, in order to maintain the consistency of the concrete as required. In addition, a high range water-reducing admixture shall be used in bridge deck concrete. At the option of the Contractor, a water-reducing admixture may be used with the high range water-reducing admixture in Class BS concrete.
- (2) At the Contractor's option, admixtures in addition to an air-entraining admixture may be used for Class PP-1 or RR concrete. When the air temperature is less than 55 °F (13 °C) and an accelerator is used, the non-chloride accelerator shall be calcium nitrite.
- (3) When Class C fly ash or ground granulated blast-furnace slag is used in Class PP-1 or RR concrete, a water-reducing or high range water-reducing admixture shall be used.
- (4) For Class PP-2 or PP-3 concrete, a non-chloride accelerator followed by a high range water-reducing admixture shall be used, in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. For Class PP-3 concrete, the non-chloride accelerator shall be calcium nitrite. For Class PP-2 concrete, the non-chloride accelerator shall be calcium nitrite when the air temperature is less than 55 °F (13 °C).
- (5) For Class PP-4 concrete, a high range water-reducing admixture shall be used in addition to the air-entraining admixture. The Contractor has the option to use a water-reducing admixture with the high range water-reducing admixture. An accelerator shall not be used. For stationary or truck-mixed concrete, a retarding admixture shall be used to allow for haul time. The Contractor has the option to use a mobile portland cement concrete plant, but a retarding admixture shall not be used unless approved by the Engineer.

For PP-5 concrete, a non-chloride accelerator, high range water-reducing admixture, and air-entraining admixture shall be used. The accelerator, high range water-reducing admixture, and air-entraining admixture shall be per the Contractor's recommendation and dosage. The approved list of concrete admixtures shall not apply. A mobile portland cement concrete plant shall be used to produce the patching mixture.

(6) When a calcium chloride accelerator is specified in the contract, the maximum chloride dosage shall be 1.0 quart (1.0 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.0 quarts (2.0 L) per 100 lb (45 kg) of cement if approved by the Engineer. When a calcium chloride accelerator for Class PP-2 concrete is specified in the contract, the maximum chloride dosage shall be 1.3 quarts (1.3 L) of solution per 100 lb (45 kg) of cement. The dosage may be increased to a maximum 2.6 quarts (2.6 L) per 100 lb (45 kg) of cement if approved by the Engineer.

- (7) For Class DS concrete a retarding admixture and a high range water-reducing admixture shall be used. For dry excavations that are 10 ft (3 m) or less, the high range water-reducing admixture may be replaced with a water-reducing admixture if the concrete is vibrated. The use of admixtures shall take into consideration the slump loss limits specified in Article 516.12 and the fluidity requirement in Article 1020.04 (Note 12).
- (8) At the Contractor's option, when a water-reducing admixture or a high range water-reducing admixture is used for Class PV, PP-1, RR, SC, and SI concrete, the cement factor may be reduced a maximum 0.30 hundredweight/cu yd (18 kg/cu m). However, a cement factor reduction will not be allowed for concrete placed underwater.
- (9) When Type F or Type G high range water-reducing admixtures are used, the initial slump shall be a minimum of 1 1/2 in. (40 mm) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.
- (10) When specified, a corrosion inhibitor shall be added to the concrete mixture utilized in the manufacture of precast, prestressed concrete members and/or other applications. It shall be added, at the same rate, to all grout around post-tensioning steel when specified.

When calcium nitrite is used, it shall be added at the rate of 4 gal/cu yd (20 L/cu m), and shall be added to the mix immediately after all compatible admixtures have been introduced to the batch.

When Rheocrete 222+ is used, it shall be added at the rate of 1.0 gal/cu yd (5.0 L/cu m), and the batching sequence shall be according to the manufacturer's instructions.

- (c) Finely Divided Minerals. Use of finely divided minerals shall be according to the following.
  - (1) Fly Ash. At the Contractor's option, fly ash from approved sources may partially replace portland cement in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete.

The use of fly ash shall be according to the following.

- a. Measurements of fly ash and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).
- b. When Class F fly ash is used in cement aggregate mixture II, Class PV, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 25 percent by weight (mass).
- c. When Class C fly ash is used in cement aggregate mixture II, Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete, the amount of portland cement replaced shall not exceed 30 percent by weight (mass).

- d. Fly ash may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (2) Ground Granulated Blast-Furnace (GGBF) Slag. At the Contractor's option, GGBF slag may partially replace portland cement in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete. For Class PP-3 concrete, GGBF slag shall be used according to Article 1020.04.

The use of GGBF slag shall be according to the following.

- a. Measurements of GGBF slag and portland cement shall be rounded up to the nearest 5 lb (2.5 kg).
- b. When GGBF slag is used in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC and SI concrete, the amount of portland cement replaced shall not exceed 35 percent by weight (mass).
- c. GGBF slag may be used in concrete mixtures when the air temperature is below 40 °F (4 °C), but the Engineer may request a trial batch of the concrete mixture to show the mix design strength requirement will be met.
- (3) Microsilica. At the Contractor's option, microsilica may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.

Microsilica shall be used in Class PP-3 concrete according to Article 1020.04.

- (4) High Reactivity Metakaolin (HRM). At the Contractor's option, HRM may be added at a maximum of 5.0 percent by weight (mass) of the cement and finely divided minerals summed together.
- (5) Mixtures with Multiple Finely Divided Minerals. Except as specified for Class PP-3 concrete, the Contractor has the option to use more than one finely divided mineral in Class PV, PP-1, PP-2, RR, BS, PC, PS, DS, SC, and SI concrete as follows.
  - a. The mixture shall contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 35.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 30.0 percent for Class C fly ash or 25.0 percent for Class F fly ash. The Class C and F fly ash combination shall not exceed 30.0 percent. The ground granulated blast-furnace slag portion shall not exceed 35.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed ten percent. The finely divided mineral in the portland-pozzolan cement or portland blast-furnace slag blended cement shall apply to the maximum 35.0 percent.

- b. Central Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 535 lbs/cu yd (320 kg/cu m).
- c. Truck-Mixed or Shrink-Mixed. For Class PV, SC, and SI concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used, the Contractor has the option to use a minimum of 575 lbs/cu yd (345 kg/cu m).
- d. Central-Mixed, Truck-Mixed or Shrink-Mixed. For Class PP-1 and RR concrete, the mixture shall contain a minimum of 650 lbs/cu yd (385 kg/cu m) of cement and finely divided minerals summed together. For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a minimum of 620 lbs/cu yd (365 kg/cu m).

For Class PP-2 concrete, the mixture shall contain a minimum of 735 lbs/cu yd (435 kg/cu m) of cement and finely divided minerals summed together. For Class BS concrete, the mixture shall contain a minimum of 605 lbs/cu yd (360 kg/cu m). For Class DS concrete, the mixture shall contain a minimum of 665 lbs/cu yd (395 kg/cu m).

If a water-reducing or high range water-reducing admixture is used in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 620 lbs/cu yd (365 kg/cu m) of cement and finely divided minerals summed together. If a water-reducing or high-range water-reducing admixture is used with Type III portland cement in Class PP-1 and RR concrete, the Contractor has the option to use a minimum of 590 lbs/cu yd (350 kg/cu m).

- e. Central-Mixed or Truck-Mixed. For Class PC and PS concrete, the mixture shall contain a minimum of 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.
- f. The mixture shall contain a maximum of 705 lbs/cu yd (418 kg/cu m) of cement and finely divided mineral(s) summed together for Class PV, BS, PC, PS, DS, SC, and SI concrete. For Class PP-1 and RR concrete, the mixture shall contain a maximum of 750 lbs/cu yd (445 kg/cu m). For Class PP-1 and RR concrete using Type III portland cement, the mixture shall contain a maximum of 720 lbs/cu yd (425 kg/cu m). For Class PP-2 concrete, the mixture shall contain a maximum of 820 lbs/cu yd (485 kg/cu m).
- g. For Class SC concrete and for any other class of concrete that is to be placed underwater, except Class DS concrete, the allowable cement and finely divided minerals summed together shall be increased by ten percent.
- h. The combination of cement and finely divided minerals shall comply with Article 1020.05(d).

(d) Alkali-Silica Reaction. For cast-in-place (includes cement aggregate mixture II and latex mixtures), precast, and precast prestressed concrete, one of the mixture options provided in Article 1020.05(d)(2) shall be used to reduce the risk of a deleterious alkali-silica reaction in concrete exposed to humid or wet conditions. The mixture options are not intended or adequate for concrete exposed to potassium acetate, potassium formate, sodium acetate, or sodium formate. The mixture options will not be required for the dry environment (humidity less than 60 percent) found inside buildings for residential or commercial occupancy.

The mixture options shall not apply to concrete revetment mats, insertion lining of pipe culverts, portland cement mortar fairing course, controlled low-strength material, miscellaneous grouts that are not prepackaged, Class PP-3 concrete, Class PP-4 concrete, and Class PP-5 concrete.

(1) Aggregate Groups. Each combination of aggregates used in a mixture will be assigned to an aggregate group. The point at which the coarse aggregate and fine aggregate expansion values intersect in the following table will determine the group.

	Aggregate Groups							
Coarse Aggregate		Fine Aggregate						
or		Or						
Coarse Aggregate Blend	Fine Aggregate Blend							
	ASTM C 1260 Expansion							
ASTM C 1260 Expansion	≤0.16%	>0.16% - 0.27%	>0.27%					
≤0.16%	Group I	Group II	Group III					
>0.16% - 0.27%	Group II	Group II	Group III					
>0.27%	Group III	Group III	Group IV					

(2) Mixture Options. Based upon the aggregate group, the following mixture options shall be used. However, the Department may prohibit a mixture option if field performance shows a deleterious alkali-silica reaction or Department testing indicates the mixture may experience a deleterious alkali-silica reaction.

Re	Reduction of Risk for Deleterious Alkali-Silica Reaction								
Aggregate		Mixture Options							
Groups	Option 1	Option 2	Option 3	Option 4	Option 5				
Group I	U	Mixture options are not applicable. Use any cement or finely divided mineral.							
Group II	х	х	х	х	х				
Group III	х	Combine Option 2 with Option 3	Combine Option 2 with Option 3	х	х				
Group IV	X	Combine Option 2 with Option 4	Invalid Option	Combine Option 2 with Option 4	х				

"X" denotes valid mixture option for aggregate group.

a. Mixture Option 1. The coarse or fine aggregates shall be blended to place the material in a group that will allow the selected cement or finely divided mineral to be used. Coarse aggregate may only be blended with another coarse aggregate. Fine aggregate may only be blended with another fine aggregate. Blending of coarse with fine aggregate to place the material in another group will not be permitted.

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

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

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

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 4.50 percent for the Class F fly ash, it may be used only if it complies with Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 4.50 percent or the calcium oxide exceeds 26.50 percent for the Class C fly ash, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 1.00 percent for the ground granulated blast-furnace slag, it may be used only per Mixture Option 5.

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

If the maximum total equivalent available alkali content (Na<sub>2</sub>O +  $0.658K_2O$ ) exceeds 1.00 percent for the Microsilica or High Reactivity Metakaolin, it may be used only if it complies with Mixture Option 5.

- c. Mixture Option 3. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.60 percent. When aggregate in Group II is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- d. Mixture Option 4. The cement used shall have a maximum total equivalent alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) of 0.45 percent. When aggregate in Group II or III is involved and the Contractor desires to use a finely divided mineral, any finely divided mineral may be used with the cement unless the maximum total equivalent available alkali content (Na<sub>2</sub>O + 0.658K<sub>2</sub>O) exceeds 4.50 percent for the fly ash; or 1.00 percent for the ground granulated blast-furnace slag, microsilica, or high reactivity metakaolin. If the alkali content is exceeded, the finely divided mineral may be used only per Mixture Option 5.
- e. Mixture Option 5. The proposed cement or finely divided mineral may be used if the ASTM C 1567 expansion value is ≤ 0.16 percent when performed on the aggregate in the concrete mixture with the highest ASTM C 1260 test result. The laboratory performing the ASTM C 1567 test shall be approved by the Department according to the current Bureau of Materials and Physical Research

Policy Memorandum "Minimum Laboratory Requirements for Alkali-Silica Reactivity (ASR) Testing". The ASTM C 1567 test will be valid for two years, unless the Engineer determines the materials have changed significantly.

For latex concrete, the ASTM C 1567 test shall be performed without the latex.

The 0.20 percent autoclave expansion limit in ASTM C 1567 shall not apply.

If during the two year time period the Contractor needs to replace the cement, and the replacement cement has an equal or lower total equivalent alkali content  $(Na_2O + 0.658K_2O)$ , a new ASTM C 1567 test will not be required.

The Engineer reserved the right to verify a Contractor's ASTM C 1567 test result. When the Contractor performs the test, a split sample may be requested by the Engineer. The Engineer may also independently obtain a sample at any time. The proposed cement or finely divided mineral will not be allowed for use if the Contractor or Engineer obtains an expansion value greater than 0.16 percent.

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

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

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

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

If the Contractor is unable to add water to prepare concrete of the specified slump without exceeding the maximum design water/cement ratio, a water-reducing admixture shall be added.

**1020.08 Air Content.** The air content shall be determined according to Illinois Modified AASHTO T 152 or Illinois Modified AASHTO T 196. The air-entrainment shall be obtained by the use of cement with an approved air-entraining admixture added during the mixing of the concrete or the use of air-entraining cement.

If the air-entraining cement furnished is found to produce concrete having air content outside the limits specified, its use shall be discontinued immediately and the Contractor shall provide other air-entraining cement which will produce air contents within the specified limits.

If the air content obtained is above the specified maximum limit at the jobsite, the Contractor may have the concrete further mixed, within the limits of time and revolutions specified, to reduce the air content. If the air content obtained is below the specified minimum limit, the Contractor may add to the concrete a sufficient quantity of an approved air-entraining admixture at the jobsite to bring the air content within the specified limits.

**1020.09 Strength Tests.** The specimens shall be molded and cured according to Illinois Modified AASHTO T 23. Specimens shall be field cured with the construction item as specified in Illinois Modified AASHTO T 23. The compressive strength shall be determined according to Illinois Modified AASHTO T 22. The flexural strength shall be determined according to Illinois Modified AASHTO T 177.

Except for Class PC and PS concrete, the Contractor shall transport the strength specimens from the site of the work to the field laboratory or other location as instructed by the Engineer. During transportation in a suitable light truck, the specimens shall be embedded in straw, burlap, or other acceptable material in a manner meeting with the approval of the Engineer to protect them from damage; care shall be taken to avoid impacts during hauling and handling. For strength specimens, the Contractor shall provide a field curing box for initial curing and a water storage tank for final curing. The field curing box will be required when an air temperature below 60 °F (16 °C) is expected during the initial curing period. The device shall maintain the initial curing temperature range specified in Illinois Modified AASHTO T 23, and may be insulated or power operated as appropriate.

**1020.10** Handling, Measuring, and Batching Materials. Aggregates shall be handled in a manner to prevent mixing with soil and other foreign material.

Aggregates shall be handled in a manner which produces a uniform gradation, before placement in the plant bins. Aggregates delivered to the plant in a nonuniform gradation condition shall be stockpiled. The stockpiled aggregate shall be mixed uniformly before placement in the plant bins.

Aggregates shall have a uniform moisture content before placement in the plant bins. This may require aggregates to be stockpiled for 12 hours or more to allow drainage, or water added to the stockpile, or other methods approved by the Engineer. Moisture content requirements for crushed concrete, crushed slag or lightweight aggregate shall be according to Article 1004.01(e)(5).

Aggregates, cement, and finely divided minerals shall be measured by weight (mass). Water and admixtures shall be measured by volume or weight (mass).

The Engineer may permit aggregates, cement, and finely divided minerals to be measured by volume for small isolated structures and for miscellaneous items. Aggregates, cement, and finely divided minerals shall be measured individually. The volume shall be based upon dry, loose materials.

**1020.11 Mixing Portland Cement Concrete.** The mixing of concrete shall be according to the following.

- (a) Ready-Mixed Concrete. Ready-mixed concrete is central-mixed, truck-mixed, or shrinkmixed concrete transported and delivered in a plastic state ready for placement in the work and shall be according to the following.
  - (1) Central-Mixed Concrete. Central-mixed concrete is concrete which has been completely mixed in a stationary mixer and delivered in a truck agitator, a truck mixer operating at agitating speed, or a nonagitator truck.

The stationary mixer shall operate at the drum speed for which it was designed. The batch shall be charged into the drum so that some of the water shall enter in advance of the cement, finely divided minerals, and aggregates. The flow of the water shall be uniform and all water shall be in the drum by the end of the first 15 seconds of the mixing period. Water shall begin to enter the drum from zero to two seconds in advance of solid material and shall stop flowing within two seconds of the beginning of mixing time.

Some coarse aggregate shall enter in advance of other solid materials. For the balance of the charging time for solid materials, the aggregates, finely divided minerals, and cement (to assure thorough blending) shall each flow at acceptably uniform rates, as determined by visual observation. Coarse aggregate shall enter two seconds in advance of other solid materials and a uniform rate of flow shall continue to within two seconds of the completion of charging time.

The entire contents of the drum, or of each single compartment of a multiple-drum mixer, shall be discharged before the succeeding batch is introduced.

The volume of concrete mixed per batch shall not exceed the mixer's rated capacity as shown on the standard rating plate on the mixer by more than ten percent.

The minimum mixing time shall be 75 seconds for a stationary mixer having a capacity greater than 2 cu yd (1.5 cu m). For a mixer with a capacity equal to or less than 2 cu yd (1.5 cu m) the mixing time shall be 60 seconds. Transfer time in multiple drum mixers is included in the mixing time. Mixing time shall begin when all materials are in the mixing compartment and shall end when the discharge of any part of the batch is started. The required mixing times will be established by the Engineer for all types of stationary mixers.

When central-mixed concrete is to be transported in a truck agitator or a truck mixer, the stationary-mixed batch shall be transferred to the agitating unit without delay and without loss of any portion of the batch. Agitating shall start immediately thereafter and shall continue without interruption until the batch is discharged from the agitator. The ingredients of the batch shall be completely discharged from the agitator before the succeeding batch is introduced. Drums and auxiliary parts of the equipment shall be kept free from accumulations of materials.

The vehicles used for transporting the mixed concrete shall be of such capacity, or the batches shall be so proportioned, that the entire contents of the mixer drum can be discharged into each vehicle load.

- (2) Truck-Mixed Concrete. Truck-mixed concrete is completely mixed and delivered in a When the mixer is charged with fine and coarse aggregates truck mixer. simultaneously, not less than 60 nor more than 100 revolutions of the drum or blades at mixing speed shall be required, after all of the ingredients including water are in the drum. When fine and coarse aggregates are charged separately, not less than 70 revolutions will be required. For self-consolidating concrete, a minimum of 100 revolutions is required in all cases. Additional mixing beyond 100 revolutions shall be at agitating speed unless additions of water, admixtures, or other materials are made at the jobsite. The mixing operation shall begin immediately after the cement and water, or the cement and wet aggregates, come in contact. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.
- (3) Shrink-Mixed Concrete. Shrink-mixed concrete is mixed partially in a stationary mixer and completed in a truck mixer for delivery. The mixing time of the stationary mixer may be reduced to a minimum of 30 seconds to intermingle the ingredients, before transferring to the truck mixer. All ingredients for the batch shall be in the stationary mixer and partially mixed before any of the mixture is discharged into the truck mixer. The partially mixed batch shall be transferred to the truck mixer without delay and without loss of any portion of the batch, and mixing in the truck mixer shall start immediately. The mixing time in the truck mixer shall be not less than 50 nor more than 100 revolutions of the drum or blades at mixing speed. For selfconsolidating concrete, a minimum of 100 revolutions is required in the truck mixer. Additional mixing beyond 100 revolutions shall be at agitating speed, unless additions of water, admixtures, or other materials are made at the jobsite. Units designed as agitators shall not be used for shrink mixing. The ingredients of the batch shall be completely discharged from the drum before the succeeding batch is introduced. The drum and auxiliary parts of the equipment shall be kept free from accumulations of materials. If additional water or an admixture is added at the jobsite, the concrete batch shall be mixed a minimum of 40 additional revolutions after each addition.
- (4) Mixing Water. Wash water shall be completely discharged from the drum or container before a batch is introduced. All mixing water shall be added at the plant and any adjustment of water at the jobsite by the Contractor shall not exceed the specified maximum water/cement ratio or slump. If strength specimens have been made for a batch of concrete, and subsequently during discharge there is more water added, additional strength specimens shall be made for the batch of concrete. No additional water may be added at the jobsite to central-mixed concrete if the mix design has less than 565 lbs/cu yd (335 kg/cu m) of cement and finely divided minerals summed together.
- (5) Mixing and Agitating Speeds. The mixing or agitating speeds used for truck mixers or truck agitators shall be per the manufacturer's rating plate.

(6) Capacities. The volume of plastic concrete in a given batch will be determined according to AASHTO T 121, based on the total weight (mass) of the batch, determined either from the weight (masses) of all materials, including water, entering the batch or directly from the net weight (mass) of the concrete in the batch as delivered.

The volume of mixed concrete in truck mixers or truck agitators shall in no case be greater than the rated capacity determined according to the Truck Mixer, Agitator, and Front Discharge Concrete Carrier Standards of the Truck Mixer Manufacturer's Bureau, as shown by the rating plate attached to the truck. If the truck mixer does not have a rating plate, the volume of mixed concrete shall not exceed 63 percent of the gross volume of the drum or container, disregarding the blades. For truck agitators, the value is 80 percent.

(7) Time of Haul. Haul time shall begin when the delivery ticket is stamped. The delivery ticket shall be stamped no later than five minutes after the addition of the mixing water to the cement, or after the addition of the cement to the aggregate when the combined aggregates contain free moisture in excess of two percent by weight (mass). If more than one batch is required for charging a truck using a stationary mixer, the time of haul shall start with mixing of the first batch. Haul time shall end when the truck is emptied for incorporation of the concrete into the work.

The time elapsing from when water is added to the mix until it is deposited in place at the site of the work shall not exceed 30 minutes when the concrete is transported in nonagitating trucks.

The maximum haul time for concrete transported in truck mixers or truck agitators shall be according to the following.

Concrete Temperature at Point	Haul Time			
of Discharge °F (°C)	Hours	Minutes		
50-64 (10-17.5)	1	30		
>64 (>17.5) - without retarder	1	0		
>64 (>17.5) - with retarder	1	30		

To encourage start-up testing for mix adjustments at the plant, the first two trucks will be allowed an additional 15 minutes haul time whenever such testing is performed.

For a mixture which is not mixed on the jobsite, a delivery ticket shall be required for each load. The following information shall be recorded on each delivery ticket: (1) ticket number; (2) name of producer and plant location; (3) contract number; (4) name of Contractor; (5) stamped date and time batched; (6) truck number; (7) quantity batched; (8) amount of admixture(s) in the batch; (9) amount of water in the batch; and (10) Department mix design number.

For concrete mixed in jobsite stationary mixers, the above delivery ticket may be waived, but a method of verifying the haul time shall be established to the satisfaction of the Engineer.

- (8) Production and Delivery. The production of ready-mixed concrete shall be such that the operations of placing and finishing will be continuous insofar as the job operations require. The Contractor shall be responsible for producing concrete that will have the required workability, consistency, and plasticity when delivered to the work. Concrete which is unsuitable for placement as delivered will be rejected. The Contractor shall minimize the need to adjust the mixture at the jobsite, such as adding water and admixtures prior to discharging.
- (9) Use of Multiple Plants in the Same Construction Item. The Contractor may simultaneously use central-mixed, truck-mixed, and shrink-mixed concrete from more than one plant, for the same construction item, on the same day, and in the same pour. However, the following criteria shall be met.
  - a. Each plant shall use the same cement, finely divided minerals, aggregates, admixtures, and fibers.
  - b. Each plant shall use the same mix design. However, material proportions may be altered slightly in the field to meet slump and air content criteria. Field water adjustments shall not result in a difference that exceeds 0.02 between plants for water/cement ratio. The required cement factor for central-mixed concrete shall be increased to match truck-mixed or shrink-mixed concrete, if the latter two types of mixed concrete are used in the same pour.
  - c. The maximum slump difference between deliveries of concrete shall be 3/4 in. (19 mm) when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the slump difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for slump by the Contractor. Thereafter, when a specified test frequency for slump is to be performed, it shall be conducted for each plant at the same time.
  - d. The maximum air content difference between deliveries of concrete shall be 1.5 percent when tested at the jobsite. If the difference is exceeded, but test results are within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and shall test subsequent deliveries of concrete until the air content difference is corrected. For each day, the first three truck loads of delivered concrete from each plant shall be tested for air content by the Contractor. Thereafter, when a specified test frequency for air content is to be performed, it shall be conducted for each plant at the same time.
  - e. Strength tests shall be performed and taken at the jobsite for each plant. When a specified strength test is to be performed, it shall be conducted for each plant at the same time. The difference between plants for strength shall not exceed 900 psi (6200 kPa) compressive and 90 psi (620 kPa) flexural. If the strength difference requirements are exceeded, the Contractor shall take corrective action.

- f. The maximum haul time difference between deliveries of concrete shall be 15 minutes. If the difference is exceeded, but haul time is within specification limits, the concrete may be used. The Contractor shall take immediate corrective action and check subsequent deliveries of concrete.
- (b) Class PC Concrete. The concrete shall be central-mixed or truck-mixed. Variations in plastic concrete properties shall be minimized between batches.
- (c) Class PV Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed.

The required mixing time for stationary mixers with a capacity greater than 2 cu yd (1.5 cu m) may be less than 75 seconds upon satisfactory completion of a mixer performance test. Mixer performance tests may be requested by the Contractor when the quantity of concrete to be placed exceeds 50,000 sq yd (42,000 sq m). The testing shall be conducted according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

The Contractor will be allowed to test two mixing times within a range of 50 to 75 seconds. If satisfactory results are not obtained from the required tests, the mixing time shall continue to be 75 seconds for the remainder of the contract. If satisfactory results are obtained, the mixing time may be reduced. In no event will mixing time be less than 50 seconds.

The Contractor shall furnish the labor, equipment, and material required to perform the testing according to the current Bureau of Materials and Physical Research's Policy Memorandum, "Field Test Procedures for Mixer Performance and Concrete Uniformity Tests".

A contract which has 12 ft (3.6 m) wide pavement or base course, and a continuous length of 1/2 mile (0.8 km) or more, shall have the following additional requirements.

- (1) The plant and truck delivery operation shall be able to provide a minimum of 50 cu yd (38 cu m) of concrete per hour.
- (2) The plant shall have automatic or semi-automatic batching equipment.
- (d) All Other Classes of Concrete. The concrete shall be central-mixed, truck-mixed, or shrink-mixed concrete.

**1020.12 Mobile Portland Cement Concrete Plants.** The use of a mobile portland cement concrete plant may be approved under the provisions of Article 1020.10 for volumetric proportioning in small isolated structures, thin overlays, and for miscellaneous and incidental concrete items.

The first 1 cu ft (0.03 cu m) of concrete produced may not contain sufficient mortar and shall not be incorporated in the work. The side plate on the cement feeder shall be removed periodically (normally the first time the mixer is used each day) to see if cement is building up on the feed drum.

Sufficient mixing capacity of mixers shall be provided to enable continuous placing and finishing insofar as the job operations and the specifications require.

Slump and air tests made immediately after discharge of the mix may be misleading, since the aggregates may absorb a significant amount of water for four or five minutes after mixing.

**1020.13** Curing and Protection. The method of curing, curing period, and method of protection for each type of concrete construction is included in the following Index Table.

TYPE OF CONSTRUCTION	F CURING AND PROTECTION C CURING METHODS	CURING PERIOD DAYS	LOW AIR TEMPERATURE PROTECTION METHODS
Cast-in-Place Concrete <sup>11/</sup>		DATS	TROTECTION METHODS
Pavement			
Shoulder	$1020.13(a)(1)(2)(3)(4)(5)^{3/5/2}$	3	1020.13(c)
Base Course			~ /
Base Course Widening	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3	1020.13(c)
Driveway			
Median			
Barrier			
Curb			16/
Gutter	$1020.13(a)(1)(2)(3)(4)(5)^{4/5/2}$	3	1020.13(c) <sup>16/</sup>
Curb & Gutter			
Sidewalk			
Slope Wall			
Paved Ditch			
Catch Basin	1000 10/ 1/1/02/02/42/52 4/	2	1000 10( )
Manhole	1020.13(a)(1)(2)(3)(4)(5) <sup>4/</sup>	3	1020.13(c)
Inlet			
Valve Vault	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	10/	
Pavement Patching	1020.13(a)(1)(2)(3)(4)(5) <sup>2/</sup>	3 12/	1020.13(c)
Bridge Deck Patching	1020.13(a)(3)(5)	3 or 7 <sup>12/</sup>	1020.13(c)
Railroad Crossing	1020.13(a)(3)(5)	1	1020.13(c)
Piles and Drilled Shafts	1020.13(a)(3)(5)	7	1020.13(d)(1)(2)(3)
Foundations & Footings			
Seal Coat	$1020.13(a)(1)(2)(3)(4)(5)^{4/6/2}$	7	1020.13(d)(1)(2)(3)
Substructure	$1020.13(a)(1)(2)(3)(4)(5)^{1/7/2}$	7	1020.13(d)(1)(2)(3)
Superstructure (except deck)	1020.13(a)(1)(2)(3)(5) <sup>8/</sup>	7	1020.13(d)(1)(2)
Deck			
Bridge Approach Slab	1020.13(a)(5)	7	1020.13(d)(1)(2) <sup>17/</sup>
Retaining Walls	1020.13(a)(1)(2)(3)(4)(5) <sup>1/7/</sup>	7	1020.13(d)(1)(2)
Pump Houses	$1020.13(a)(1)(2)(3)(4)(5)^{1/2}$	7	1020.13(d)(1)(2)
Culverts	1020.13(a)(1)(2)(3)(4)(5) <sup>4/6/</sup>	7	1020.13(d)(1)(2) <sup>18/</sup>
Other Incidental Concrete	1020.13(a)(1)(2)(3)(5)	3	1020.13(c)
Precast Concrete <sup>11/</sup>			
Bridge Slabs			
Piles and Pile Caps	1020.13(a)(3)(5) <sup>9/10/</sup>	As 13/	9/
Other Structural Members		Required	
All Other Precast Items	1020.13(a)(3)(4)(5) <sup>2/9/10/</sup>	As <sup>14/</sup>	9/
		Required	
Precast, Prestressed Concrete <sup>11/</sup>			
All Items	1020(a)(3)(5) <sup>9/10/</sup>	Until Strand Tensioning is Released <sup>15/</sup>	9/

Notes-General:

- 1/ Type I, membrane curing only
- 2/ Type II, membrane curing only
- 3/ Type III, membrane curing only
- 4/ Type I, II and III membrane curing
- 5/ Membrane Curing will not be permitted between November 1 and April 15.
- 6/ The use of water to inundate foundations and footings, seal coats or the bottom slab of culverts is permissible when approved by the Engineer, provided the water temperature can be maintained at 45 °F (7 °C) or higher.
- 7/ Asphalt emulsion for waterproofing may be used in lieu of other curing methods when specified and permitted according to Article 503.18.
- 8/ On non-traffic surfaces which receive protective coat according to Article 503.19, a linseed oil emulsion curing compound may be used as a substitute for protective coat and other curing methods. The linseed oil emulsion curing compound will be permitted between April 16 and October 31 of the same year, provided it is applied with a mechanical sprayer according to Article 1101.09(b).
- 9/ Steam, supplemental heat, or insulated blankets (with or without steam/supplemental heat) are acceptable and shall be according to the Bureau of Materials and Physical Research's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products" and the "Manual for Fabrication of Precast, Prestressed Concrete Products".
- 10/ A moist room according to AASHTO M 201 is acceptable for curing.
- 11/ If curing is required and interrupted because of form removal for cast-in-place concrete items, precast concrete products, or precast prestressed concrete products, the curing shall be resumed within two hours from the start of the form removal.
- 12/ Curing maintained only until opening strength is attained for pavement patching, with a maximum curing period of three days. For bridge deck patching the curing period shall be three days if Class PP concrete is used and 7 days if Class BS concrete is used.
- 13/ The curing period shall end when the concrete has attained the mix design strength. The producer has the option to discontinue curing when the concrete has attained 80 percent of the mix design strength or after seven days. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.

- 14/ The producer shall determine the curing period or may elect to not cure the product. All strength test specimens shall remain with the units and shall be subjected to the same curing method and environmental condition as the units, until the time of testing.
- 15/ The producer has the option to continue curing after strand release.
- 16/ When structural steel or structural concrete is in place above slope wall, Article 1020.13(c) shall not apply. The protection method shall be according to Article 1020.13(d)(1).
- 17/ When Article 1020.13(d)(2) is used to protect the deck, the housing may enclose only the bottom and sides. The top surface shall be protected according to Article 1020.13(d)(1).
- 18/ For culverts having a waterway opening of 10 sq ft (1 sq m) or less, the culverts may be protected according to Article 1020.13(d)(3).
- (a) Methods of Curing. Except as provided for in the Index Table of Curing and Protection of Concrete Construction, curing shall be accomplished by one of the following described methods. When water is required to wet the surface, it shall be applied as a fine spray so that it will not mar or pond on the surface. Except where otherwise specified, the curing period shall be at least 72 hours.
  - (1) Waterproof Paper Method. The surface of the concrete shall be covered with waterproof paper as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the paper is placed. The blankets shall be lapped at least 12 in. (300 mm) end to end, and these laps shall be securely weighted with a windrow of earth, or other approved method, to form a closed joint. The same requirements shall apply to the longitudinal laps where separate strips are used for curing edges, except the lap shall be at least 9 in. (225 mm). The edges of the blanket shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Any torn places or holes in the paper shall be repaired immediately by patches cemented over the openings, using a bituminous cement having a melting point of not less than 180 °F (82 °C). The blankets may be reused, provided they are air-tight and kept serviceable by proper repairs.

A longitudinal pleat shall be provided in the blanket to permit shrinkage where the width of the blanket is sufficient to cover the entire surface. The pleat will not be required where separate strips are used for the edges. Joints in the blanket shall be sewn or cemented together in such a manner that they will not separate during use.

- (2) Polyethylene Sheeting Method. The surface of the concrete shall be covered with white polyethylene sheeting as soon as the concrete has hardened sufficiently to prevent marring the surface. The surface of the concrete shall be wetted immediately before the sheeting is placed. The edges of the sheeting shall be weighted securely with a continuous windrow of earth or any other means satisfactory to the Engineer to provide an air-tight cover. Adjoining sheets shall overlap not less than 12 in. (300 mm) and the laps shall be securely weighted with earth, or any other means satisfactory to the Engineer, to provide an air tight cover. For surface and base course concrete, the polyethylene sheets shall be not less than 100 ft (30 m) in length nor longer than can be conveniently handled, and shall be of such width that, when in place, they will cover the full width of the surface, including the edges, except that separate strips may be used to cover the edges. Any tears or holes in the sheeting shall be repaired. When sheets are no longer serviceable as a single unit, the Contractor may select from such sheets and reuse those which will serve for further applications, provided two sheets are used as a single unit; however, the double sheet units will be rejected when the Engineer deems that they no longer provide an air tight cover.
- (3) Wetted Burlap Method. The surface of the concrete shall be covered with wetted burlap blankets as soon as the concrete has hardened sufficiently to prevent marring the surface. The blankets shall overlap 6 in. (150 mm). At least two layers of wetted burlap shall be placed on the finished surface. The burlap shall be kept saturated by means of a mechanically operated sprinkling system. In place of the sprinkling system, at the Contractor's option, two layers of burlap covered with impermeable covering shall be used. The burlap shall be kept saturated with water. Plastic coated burlap may be substituted for one layer of burlap and impermeable covering.

The blankets shall be placed so that they are in contact with the edges of the concrete, and that portion of the material in contact with the edges shall be kept saturated with water.

(4) Membrane Curing Method. Membrane curing will not be permitted where a protective coat, concrete sealer, or waterproofing is to be applied, or at areas where rubbing or a normal finish is required, or at construction joints other than those necessary in pavement or base course. Concrete at these locations shall be cured by another method specified in Article 1020.13(a).

After all finishing work to the concrete surface has been completed, it shall be sealed with membrane curing compound of the type specified within ten minutes. The seal shall be maintained for the specified curing period. The edges of the concrete shall, likewise, be sealed within ten minutes after the forms are removed. Two separate applications, applied at least one minute apart, each at the rate of not less than 1 gal/250 sq ft (0.16 L/sq m) will be required upon the surfaces and edges of the concrete. These applications shall be made with the mechanical equipment specified. Type III compound shall be agitated immediately before and during the application.

At locations where the coating is discontinuous or where pin holes show or where the coating is damaged due to any cause and on areas adjacent to sawed joints, immediately after sawing is completed, an additional coating of membrane curing compound shall be applied at the above specified rate. The equipment used may be of the same type as that used for coating variable widths of pavement. Before the additional coating is applied adjacent to sawed joints, the cut faces of the joint shall be protected by inserting a suitable flexible material in the joint, or placing an adhesive width of impermeable material over the joint, or by placing the permanent sealing compound in the joint. Material, other than the permanent sealing compound, used to protect cut faces of the joint, shall remain in place for the duration of the curing period. In lieu of applying the additional coating, the area of the sawed joint may be cured according to any other method permitted.

When rain occurs before an application of membrane curing compound has dried, and the coating is damaged, the Engineer may require another application be made in the same manner and at the same rate as the original coat. The Engineer may order curing by another method specified, if unsatisfactory results are obtained with membrane curing compound.

(5) Wetted Cotton Mat Method. After the surface of concrete has been textured or finished, it shall be covered immediately with dry or damp cotton mats. The cotton mats shall be placed in a manner which will not mar the concrete surface. A texture resulting from the cotton mat material is acceptable. The cotton mats shall then be wetted immediately and thoroughly soaked with a gentle spray of water. For bridge decks, a foot bridge shall be used to place and wet the cotton mats.

The cotton mats shall be maintained in a wetted condition until the concrete has hardened sufficiently to place soaker hoses without marring the concrete surface. The soaker hoses shall be placed on top of the cotton mats at a maximum 4 ft (1.2 m) spacing. The cotton mats shall be kept wet with a continuous supply of water for the remainder of the curing period. Other continuous wetting systems may be used if approved by the Engineer.

After placement of the soaker hoses, the cotton mats shall be covered with white polyethylene sheeting or burlap-polyethylene blankets.

For construction items other than bridge decks, soaker hoses or a continuous wetting system will not be required if the alternative method keeps the cotton mats wet. Periodic wetting of the cotton mats is acceptable.

For areas inaccessible to the cotton mats on bridge decks, curing shall be according to Article 1020.13(a)(3).

(b) Removing and Replacing Curing Covering. When curing methods specified above in Article 1020.13(a), (1), (2), or (3) are used for concrete pavement, the curing covering for each day's paving shall be removed to permit testing of the pavement surface with a profilograph or straightedge, as directed by the Engineer. Immediately after testing, the surface of the pavement shall be wetted thoroughly and the curing coverings replaced. The top surface and the edges of the concrete shall not be left unprotected for a period of more than 1/2 hour.

(c) Protection of Concrete, Other Than Structures, From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low of 32 °F (0 °C), or lower, or if the actual temperature drops to 32 °F (0 °C), or lower, concrete less than 72 hours old shall be provided at least the following protection.

Minimum Temperature	Protection
25 – 32 °F (-4 – 0 °C)	Two layers of polyethylene sheeting, one layer of polyethylene and one layer of burlap, or two layers of waterproof paper.
Below 25 °F (-4 °C)	6 in. (150 mm) of straw covered with one layer of polyethylene sheeting or waterproof paper.

These protective covers shall remain in place until the concrete is at least 96 hours old. When straw is required on pavement cured with membrane curing compound, the compound shall be covered with a layer of burlap, polyethylene sheeting or waterproof paper before the straw is applied.

After September 15, there shall be available to the work within four hours, sufficient clean, dry straw to cover at least two days production. Additional straw shall be provided as needed to afford the protection required. Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced.

(d) Protection of Concrete Structures From Low Air Temperatures. When the official National Weather Service forecast for the construction area predicts a low below 45 °F (7 °C), or if the actual temperature drops below 45 °F (7 °C), concrete less than 72 hours old shall be provided protection. Concrete shall also be provided protection when placed during the winter period of December 1 through March 15. Concrete shall not be placed until the materials, facilities, and equipment for protection are approved by the Engineer.

When directed by the Engineer, the Contractor may be required to place concrete during the winter period. When winter construction is specified, the Contractor shall proceed with the construction, including excavation, pile driving, concrete, steel erection, and all appurtenant work required for the complete construction of the item, except at times when weather conditions make such operations impracticable.

Regardless of the precautions taken, the Contractor shall be responsible for protection of the concrete placed and any concrete damaged by cold temperatures shall be removed and replaced.

(1) Protection Method I. The concrete shall be completely covered with insulating material such as fiberglass, rock wool, or other approved commercial insulating material having the minimum thermal resistance R, as defined in ASTM C 168, for the corresponding minimum dimension of the concrete unit being protected as shown in the following table.

Minimum Pour Dimension in. (mm)		Thermal Resistance R
6 or less	(150 or less)	R=16
> 6 to 12	(> 150 to 300)	R=10
> 12 to 18	(> 300 to 450)	R=6
> 18	(> 450)	R=4

The insulating material manufacturer shall clearly mark the insulating material with the thermal resistance R value.

The insulating material shall be completely enclosed on sides and edges with an approved waterproof liner and shall be maintained in a serviceable condition. Any tears in the liner shall be repaired in a manner approved by the Engineer. The Contractor shall provide means for checking the temperature of the surface of the concrete during the protection period.

On formed surfaces, the insulating material shall be attached to the outside of the forms with wood cleats or other suitable means to prevent any circulation of air under the insulation and shall be in place before the concrete is placed. The blanket insulation shall be applied tightly against the forms. The edges and ends shall be attached so as to exclude air and moisture. If the blankets are provided with nailing flanges, the flanges shall be attached to the studs with cleats. Where tie rods or reinforcement bars protrude, the areas adjacent to the rods or bars shall be adequately protected in a manner satisfactory to the Engineer. Where practicable, the insulation shall overlap any previously placed concrete by at least 1 ft (300 mm). Insulation on the underside of floors on steel members shall cover the top flanges of supporting members. On horizontal surfaces, the insulating material shall be placed as soon as the concrete has set, so that the surface will not be marred and shall be covered with canvas or other waterproof covering. The insulating material shall remain in place for a period of seven days after the concrete is placed.

The Contractor may remove the forms, providing the temperature is 35 °F (2 °C) and rising and the Contractor is able to wrap the particular section within two hours from the time of the start of the form removal. The insulation shall remain in place for the remainder of the seven days curing period.

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

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

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

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

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

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

The temperature of concrete immediately before placement shall be a minimum of 50  $^{\circ}$ F (10  $^{\circ}$ C) and a maximum of 90  $^{\circ}$ F (32  $^{\circ}$ C). If concrete is pumped, the temperature of the concrete at point of placement shall be a minimum of 50  $^{\circ}$ F (10  $^{\circ}$ C) and a maximum of 90  $^{\circ}$ F (32  $^{\circ}$ C). A maximum concrete temperature shall not apply to Class PP concrete.

(b) Concrete in Structures. Concrete may be placed when the air temperature is above 40 °F (4 °C) and rising, and concrete placement shall stop when the falling temperature reaches 45 °F (7 °C) or below, unless otherwise approved by the Engineer.

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

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

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

(c) All Classes of Concrete. Aggregates and water shall be heated or cooled uniformly and as necessary to produce concrete within the specified temperature limits. No frozen aggregates shall be used in the concrete. (d) Temperature. The concrete temperature shall be determined according to Illinois Modified AASHTO T 309.

**1020.15** Heat of Hydration Control for Concrete Structures. The Contractor shall control the heat of hydration for concrete structures when the least dimension for a drilled shaft, foundation, footing, substructure, or superstructure concrete pour exceeds 5.0 ft (1.5 m). The work shall be according to the following.

- (a) Temperature Restrictions. The maximum temperature of the concrete after placement shall not exceed 150 °F (66 °C). The maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface shall not exceed 35 °F (19 °C). The Contractor shall perform temperature monitoring to ensure compliance with the temperature restrictions.
- (b) Thermal Control Plan. The Contractor shall provide a thermal control plan a minimum of 28 calendar days prior to concrete placement for review by the Engineer. Acceptance of the thermal control plan by the Engineer shall not preclude the Contractor from specification compliance, and from preventing cracks in the concrete. At a minimum, the thermal control plan shall provide detailed information on the following requested items and shall comply with the specific specifications indicated for each item.
  - (1) Concrete mix design(s) to be used. Grout mix design if post-cooling with embedded pipe.

The mix design requirements in Articles 1020.04 and 1020.05 shall be revised to include the following additional requirements to control the heat of hydration.

- a. The concrete mixture should be uniformly graded and preference for larger size aggregate should be used in the mix design. Article 1004.02(d)(2) shall apply and information in the "Portland Cement Concrete Level III Technician Course Manual of Instructions for Design of Concrete Mixtures" may be used to develop the uniformly graded mixture.
- b. The following shall apply to all concrete except Class DS concrete or when self-consolidating concrete is desired. For central-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 520 lbs/cu yd (309 kg/cu m) of cement and finely divided minerals summed together. For truck-mixed or shrink-mixed concrete, the Contractor shall have the option to develop a mixture with a minimum of 550 lbs/cu yd (326 kg/cu m) of cement and finely divided minerals summed together. A water-reducing or high range water-reducing admixture shall be used in the central mixed, truck-mixed or shrink-mixed concrete mixture. For any mixture to be placed underwater, the minimum cement and finely divided minerals shall be 550 lbs/cu yd (326 kg/cu m) for central-mixed concrete, and 580 lbs/cu yd (344 kg/cu m) for truck-mixed or shrink-mixed concrete.

For Class DS concrete, CA 11 may be used. If CA 11 is used, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 605 lbs/cu yd (360 kg/cu m) summed together. If CA 11 is used and either Class DS concrete is placed underwater or a self-consolidating concrete mixture is desired, the Contractor shall have the option to develop a mixture with a minimum cement and finely divided minerals of 635 lbs/cu yd (378 kg/cu m) summed together.

- c. The minimum portland cement content in the mixture shall be 375 lbs/cu yd (222 kg/cu m). When the total of organic processing additions, inorganic processing additions, and limestone addition exceed 5.0 percent in the cement, the minimum portland cement content in the mixture shall be 400 lbs/cu yd (237 kg/cu m). For a drilled shaft, foundation, footing, or substructure, the minimum portland cement may be reduced to as low as 330 lbs/cu yd (196 kg/cu m) if the concrete has adequate freeze/thaw durability. The Contractor shall provide freeze/thaw test results according to AASHTO T 161 Procedure A or B, and the relative dynamic modulus of elasticity of the mix design shall be a minimum of 80 percent. Freeze/thaw testing will not be required for concrete that will not be exposed to freezing and thawing conditions as determined by the Engineer.
- d. The maximum cement replacement with fly ash shall be 40.0 percent. The maximum cement replacement with ground granulated blast-furnace slag shall be 65.0 percent. When cement replacement with ground granulated blast-furnace slag exceeds 35.0 percent, only Grade 100 shall be used.
- e. The mixture may contain a maximum of two finely divided minerals. The finely divided mineral in portland-pozzolan cement or portland blast-furnace slag cement shall count toward the total number of finely divided minerals allowed. The finely divided minerals shall constitute a maximum of 65.0 percent of the total cement plus finely divided minerals. The fly ash portion shall not exceed 40.0 percent. The ground granulated blast-furnace slag portion shall not exceed 65.0 percent. The microsilica or high-reactivity metakaolin portion used together or separately shall not exceed 5.0 percent.
- f. The time to obtain the specified strength may be increased to a maximum 56 days, provided the curing period specified in Article 1020.13 is increased to a minimum of 14 days.

The minimum grout strength for filling embedded pipe shall be as specified for the concrete, and testing shall be according to AASHTO T 106.

(2) The selected mathematical method for evaluating heat of hydration thermal effects, which shall include the calculated adiabatic temperature rise, calculated maximum concrete temperature, and calculated maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface. The time when the maximum concrete temperature and maximum temperature differential will occur is required.

Acceptable mathematical methods include ACI 207.2R "Report on Thermal and Volume Change Effects on Cracking of Mass Concrete" as well as other proprietary methods. The Contractor shall perform heat of hydration testing on the cement and finely divided minerals to be used in the concrete mixture. The test shall be according to ASTM C 186 or other applicable test methods, and the result for heat shall be used in the equation to calculate adiabatic temperature rise. Other required test parameters for the mathematical model may be assumed if appropriate.

The Contractor has the option to propose a higher maximum temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface, but the proposed value shall not exceed 50 °F (28 °C). In addition, based on strength gain of the concrete, multiple maximum temperature differentials at different times may be proposed. The proposed value shall be justified through a mathematical method.

(3) Proposed maximum concrete temperature or temperature range prior to placement.

Article 1020.14 shall apply except a minimum 40 °F (4 °C) concrete temperature will be permitted.

(4) Pre-cooling, post-cooling, and surface insulation methods that will be used to ensure the concrete will comply with the specified maximum temperature and specified or proposed temperature differential. For reinforcement that extends beyond the limits of the pour, the Contractor shall indicate if the reinforcement is required to be covered with insulation.

Refer to ACI 207.4R "Cooling and Insulating Systems for Mass Concrete" for acceptable methods that will be permitted. If embedded pipe is used for postcooling, the material shall be polyvinyl chloride or polyethylene. The embedded pipe system shall be properly supported, and the Contractor shall subsequently inspect glued joints to ensure they are able to withstand free falling concrete. The embedded pipe system shall be leak tested after inspection of the glued joints, and prior to the concrete placement. The leak test shall be performed at maximum service pressure or higher for a minimum of 15 minutes. All leaks shall be repaired. The embedded pipe cooling water may be from natural sources such as streams and rivers, but shall be filtered to prevent system stoppages. When the embedded pipe is no longer needed, the surface connections to the pipe shall be removed to a depth of 4 in. (100 mm) below the surface of the concrete. The remaining pipe shall be completely filled with grout. The 4 in. (100 mm) deep concrete hole shall be filled with nonshrink grout. Form and insulation removal shall be done in a manner to prevent cracking and ensure the maximum temperature differential is maintained. Insulation shall be in good condition as determined by the Engineer and properly attached.

(5) Dimensions of each concrete pour, location of construction joints, placement operations, pour pattern, lift heights, and time delays between lifts.

Refer to ACI 207.1R "Guide to Mass Concrete" for acceptable placement operations that will be permitted.

(6) Type of temperature monitoring system, the number of temperature sensors, and location of sensors.

A minimum of two independent temperature monitoring systems and corresponding sensors shall be used.

The temperature monitoring system shall have a minimum temperature range of 32 °F (0 °C) to 212 °F (100 °C), an accuracy of  $\pm 2$  °F ( $\pm 1$  °C), and be able to automatically record temperatures without external power. Temperature monitoring shall begin once the sensor is encased in concrete, and with a maximum interval of one hour. Temperature monitoring may be discontinued after the maximum concrete temperature has been reached, post-cooling is no longer required, and the maximum temperature differential between the internal concrete core and the ambient air temperature does not exceed 35 °F (19 °C). The Contractor has the option to select a higher maximum temperature differential, but the proposed value shall not exceed 50 °F (28 °C). The proposed value shall be justified through a mathematical method.

At a minimum, a temperature sensor shall be located at the theoretical hottest portion of the concrete, normally the geometric center, and at the exterior face that will provide the maximum temperature differential. At the exterior face, the sensor shall be located 2 to 3 in. (50 to 75 mm) from the surface of the concrete. Sensors shall also be located a minimum of 1 in. (25 mm) away from reinforcement, and equidistant between cooling pipes if either applies. A sensor will also be required to measure ambient air temperature. The entrant/exit cooling water temperature for embedded pipe shall also be monitored.

Temperature monitoring results shall be provided to the Engineer a minimum of once each day and whenever requested by the Engineer. The report may be electronic or hard copy. The report shall indicate the location of each sensor, the temperature recorded, and the time recorded. The report shall be for all sensors and shall include ambient air temperature and entrant/exit cooling water temperatures. The temperature data in the report may be provided in tabular or graphical format, and the report shall indicate any corrective actions during the monitoring period. At the completion of the monitoring period, the Contractor shall provide the Engineer a final report that includes all temperature data and corrective actions.

- (7) Indicate contingency operations to be used if the maximum temperature or temperature differential of the concrete is reached after placement.
- (c) Temperature Restriction Violations. If the maximum temperature of the concrete after placement exceeds 150 °F (66 °C), but is equal to or less than 158 °F (70 °C), the concrete will be accepted if no cracking or other unacceptable defects are identified. If cracking or unacceptable defects are identified, Article 105.03 shall apply. If the concrete temperature exceeds 158 °F (70 °C), Article 105.03 shall apply.

If a temperature differential between the internal concrete core and concrete 2 to 3 in. (50 to 75 mm) from the exposed surface exceeds the specified or proposed maximum value allowed, the concrete will be accepted if no cracking or other unacceptable defects are identified. If unacceptable defects are identified, Article 105.03 shall apply.

When the maximum 150 °F (66 °C) concrete temperature or the maximum allowed temperature differential is violated, the Contractor shall implement corrective action prior to the next pour. In addition, the Engineer reserves the right to request a new thermal control plan for acceptance before the Contractor is allowed to pour again.

(d) Inspection and Repair of Cracks. The Engineer will inspect the concrete for cracks after the temperature monitoring is discontinued, and the Contractor shall provide access for the Engineer to do the inspection. A crack may require repair by the Contractor as determined by the Engineer. The Contractor shall be responsible for the repair of all cracks. Protective coat or a concrete sealer shall be applied to a crack less than 0.007 in. (0.18 mm) in width. A crack that is 0.007 in. (0.18 mm) or greater shall be pressure injected with epoxy according to Section 590.

### QUALITY CONTROL/QUALITY ASSURANCE OF CONCRETE MIXTURES (BDE)

Effective: January 1, 2012

Revised: January 1, 2013

Add the following to Section 1020 of the Standard Specifications:

**"1020.16 Quality Control/Quality Assurance of Concrete Mixtures**. This Article specifies the quality control responsibilities of the Contractor for concrete mixtures (except Class PC and PS concrete), cement aggregate mixture II, and controlled low-strength material incorporated in the project, and defines the quality assurance and acceptance responsibilities of the Engineer.

A list of quality control/quality assurance (QC/QA) documents is provided in Article 1020.16(g), Schedule D.

A Level I Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete testing.

A Level II Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete proportioning.

A Level III Portland Cement Concrete (PCC) Technician shall be defined as an individual who has successfully completed the Department's training for concrete mix design.

A Concrete Tester shall be defined as an individual who has successfully completed the Department's training to assist with concrete testing and is monitored on a daily basis.

Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving aggregate production and mixtures.

Mixture Aggregate Technician shall be defined as an individual who has successfully completed the Department's training for gradation testing involving mixtures.

Gradation Technician shall be defined as an individual who has successfully completed the Department's training to assist with gradation testing and is monitored on a daily basis.

(a) Equipment/Laboratory. The Contractor shall provide a laboratory and test equipment to perform their quality control testing.

The laboratory shall be of sufficient size and be furnished with the necessary equipment, supplies, and current published test methods for adequately and safely performing all required tests. The laboratory will be approved by the Engineer according to the current Bureau of Materials and Physical Research Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design". Production of a mixture shall not begin until the Engineer provides written approval of the laboratory. The Contractor shall refer to the Department's "Required Sampling and Testing Equipment for Concrete" for equipment requirements.

Test equipment shall be maintained and calibrated as required by the appropriate test method, and when required by the Engineer. This information shall be documented on the Department's "Calibration of Concrete Testing Equipment" form.

Test equipment used to determine compressive or flexural strength shall be calibrated each 12 month period by an independent agency, using calibration equipment traceable to the National Institute of Standards and Technology (NIST). The Contractor shall have the calibration documentation available at the test equipment location.

The Engineer will have unrestricted access to the plant and laboratory at any time to inspect measuring and testing equipment, and will notify the Contractor of any deficiencies. Defective equipment shall be immediately repaired or replaced by the Contractor.

(b) Quality Control Plan. The Contractor shall submit, in writing, a proposed Quality Control (QC) Plan to the Engineer. The QC Plan shall be submitted a minimum of 45 calendar days prior to the production of a mixture. The QC Plan shall address the quality control of the concrete, cement aggregate mixture II, and controlled low-strength material incorporated in the project. The Contractor shall refer to the Department's "Model Quality Control Plan for Concrete Production" to prepare a QC Plan. The Engineer will respond in writing to the Contractor's proposed QC Plan within 15 calendar days of receipt.

Production of a mixture shall not begin until the Engineer provides written approval of the QC Plan. The approved QC Plan shall become a part of the contract between the Department and the Contractor, but shall not be construed as acceptance of any mixture produced.

The QC Plan may be amended during the progress of the work, by either party, subject to mutual agreement. The Engineer will respond in writing to a Contractor's proposed QC Plan amendment within 15 calendar days of receipt. The response will indicate the approval or denial of the Contractor's proposed QC Plan amendment.

(c) Quality Control by Contractor. The Contractor shall perform quality control inspection, sampling, testing, and documentation to meet contract requirements. Quality control includes the recognition of obvious defects and their immediate correction. Quality control also includes appropriate action when passing test results are near specification limits, or to resolve test result differences with the Engineer. Quality control may require increased testing, communication of test results to the plant or the jobsite, modification of operations, suspension of mixture production, rejection of material, or other actions as appropriate. The Engineer shall be immediately notified of any failing tests and subsequent remedial action. Passing tests shall be reported no later than the start of the next work day.

When a mixture does not comply with specifications, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work, according to Article 105.03.

(1) Personnel Requirements. The Contractor shall provide a Quality Control (QC) Manager who will have overall responsibility and authority for quality control. The jobsite and plant personnel shall be able to contact the QC Manager by cellular phone, two-way radio or other methods approved by the Engineer.

The QC Manager shall visit the jobsite a minimum of once a week. A visit shall be performed the day of a bridge deck pour, the day a non-routine mixture is placed as determined by the Engineer, or the day a plant is anticipated to produce more than 1000 cu yd (765 cu m). Any of the three required visits may be used to meet the once per week minimum requirement.

The Contractor shall provide personnel to perform the required inspections, sampling, testing and documentation in a timely manner. The Contractor shall refer to the Department's "Qualifications and Duties of Concrete Quality Control Personnel" document.

A Level I PCC Technician shall be provided at the jobsite during mixture production and placement, and may supervise concurrent pours on the project. For concurrent pours, a minimum of one Concrete Tester shall be required at each pour location. If the Level I PCC Technician is at one of the pour locations, a Concrete Tester is still required at the same location. Each Concrete Tester shall be able to contact the Level I PCC Technician by cellular phone, two-way radio or other methods approved by the Engineer. A single Level I PCC Technician shall not supervise concurrent pours for multiple contracts.

A Level II PCC Technician shall be provided at the plant, or shall be available, during mixture production and placement. A Level II PCC Technician may supervise a maximum of three plants. Whenever the Level II PCC Technician is not at the plant during mixture production and placement, a Concrete Tester or Level I PCC Technician shall be present at the plant to perform any necessary concrete tests. The Concrete Tester, Level I PCC Technician, or other individual shall also be trained to perform any necessary aggregate moisture tests, if the Level II PCC Technician is not at the plant during mixture production and placement. The Concrete Tester, Level I PCC Technician, plant personnel, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

For a mixture which is produced and placed with a mobile portland cement concrete plant as defined in Article 1103.04, a Level II PCC Technician shall be provided. The Level II PCC Technician shall be present at all times during mixture production and placement. However, the Level II PCC Technician may request to be available if operations are satisfactory. Approval shall be obtained from the Engineer, and jobsite personnel shall have the ability to contact the Level II PCC Technician by cellular phone, two-way radio, or other methods approved by the Engineer.

A Concrete Tester, Mixture Aggregate Technician, and Aggregate Technician may provide assistance with sampling and testing. A Gradation Technician may provide assistance with testing. A Concrete Tester shall be supervised by a Level I or Level II PCC Technician. A Gradation Technician shall be supervised by a Level II PCC Technician, Mixture Aggregate Technician, or Aggregate Technician.

- (2) Required Plant Tests. Sampling and testing shall be performed at the plant, or at a location approved by the Engineer, to control the production of a mixture. The required minimum Contractor plant sampling and testing is indicated in Article 1020.16(g) Schedule A.
- (3) Required Field Tests. Sampling and testing shall be performed at the jobsite to control the production of a mixture, and to comply with specifications for placement. For standard curing, after initial curing, and for strength testing; the location shall be approved by the Engineer. The required minimum Contractor jobsite sampling and testing is indicated in Article 1020.16(g), Schedule B.
- (d) Quality Assurance by Engineer. The Engineer will perform quality assurance tests on independent samples and split samples. An independent sample is a field sample obtained and tested by only one party. A split sample is one of two equal portions of a field sample, where two parties each receive one portion for testing. The Engineer may request the Contractor to obtain a split sample. Aggregate split samples and any failing strength specimen shall be retained until permission is given by the Engineer for disposal. The results of all quality assurance tests by the Engineer will be made available to the Contractor. However, Contractor split sample test results shall be provided to the Engineer before Department test results are revealed. The Engineer's quality assurance independent sample and split sample testing is indicated in Article 1020.16(g), Schedule C.
  - (1) Strength Testing. For strength testing, Article 1020.09 shall apply, except the Contractor and Engineer strength specimens may be placed in the same field curing box for initial curing and may be cured in the same water storage tank for final curing.
  - (2) Comparing Test Results. Differences between the Engineer's and the Contractor's split sample test results will be considered reasonable if within the following limits:

Test Parameter	Acceptable Limits of Precision
Slump	0.75 in. (20 mm)
Air Content	0.9%
Compressive Strength	900 psi (6200 kPa)
Flexural Strength	90 psi (620 kPa)
Slump Flow (Self-Consolidating Concrete (SCC))	1.5 in. (40 mm)
Visual Stability Index (SCC)	Not Applicable
J-Ring (SCC)	1.5 in. (40 mm)
L-Box (SCC)	10 %
Hardened Visual Stability Index (SCC)	Not Applicable
Dynamic Segregation Index (SCC)	1.0 %
Flow (Controlled Low-Strength Material (CLSM))	1.5 in. (40 mm)
Strength (Controlled Low-Strength Material (CLSM))	40 psi (275 kPa)
	See "Guideline for Sample
Aggregate Gradation	Comparison" in Appendix
	"A" of the Manual of Test
	Procedures for Materials.

When acceptable limits of precision have been met, but only one party is within specification limits, the failing test shall be resolved before the material may be considered for acceptance.

(3)Test Results and Specification Limits.

- a. Split Sample Testing. If either the Engineer's or the Contractor's split sample test result is not within specification limits, and the other party is within specification limits; immediate retests on a split sample shall be performed for slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation. A passing retest result by each party will require no further action. If either the Engineer's or Contractor's slump, air content, slump flow, visual stability index, J-Ring, L-Box, dynamic segregation index, flow (CLSM), or aggregate gradation split sample retest result is a failure; or if either the Engineer's or Contractor's strength or hardened visual stability index test result is a failure, and the other party is within specification limits; the following actions shall be initiated to investigate the test failure:
  - 1. The Engineer and the Contractor shall investigate the sampling method, test procedure, equipment condition, equipment calibration, and other factors.
  - 2. The Engineer or the Contractor shall replace test equipment, as determined by the Engineer.
  - 3. The Engineer and the Contractor shall perform additional testing on split samples, as determined by the Engineer.

For aggregate gradation, jobsite slump, jobsite air content, jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, and jobsite flow (CLSM); if the failing split sample test result is not resolved according to 1., 2., or 3., and the mixture has not been placed, the Contractor shall reject the material; unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed, or if a failing strength or hardened visual stability index test result is not resolved according to 1., 2., or 3., the material will be considered unacceptable.

If a continued trend of difference exists between the Engineer's and the Contractor's split sample test results, or if split sample test results exceed the acceptable limits of precision, the Engineer and the Contractor shall investigate according to items 1., 2., and 3.

- b. Independent Sample Testing. For aggregate gradation, jobsite slump, jobsite air content jobsite slump flow, jobsite visual stability index, jobsite J-Ring, jobsite L-Box, jobsite dynamic segregation index, jobsite flow (CLSM); if the result of a quality assurance test on a sample independently obtained by the Engineer is not within specification limits, and the mixture has not been placed, the Contractor shall reject the material, unless the Engineer accepts the material for incorporation in the work according to Article 105.03. If the mixture has already been placed or the Engineer obtains a failing strength or hardened visual stability index test result, the material will be considered unacceptable.
- (e) Acceptance by the Engineer. Final acceptance will be based on the Standard Specifications and the following:
  - (1) The Contractor's compliance with all contract documents for quality control.
  - (2) Validation of Contractor quality control test results by comparison with the Engineer's quality assurance test results using split samples. Any quality control or quality assurance test determined to be flawed may be declared invalid only when reviewed and approved by the Engineer. The Engineer will declare a test result invalid only if it is proven that improper sampling or testing occurred. The test result is to be recorded and the reason for declaring the test invalid will be provided by the Engineer.
  - (3) Comparison of the Engineer's quality assurance test results with specification limits using samples independently obtained by the Engineer.

The Engineer may suspend mixture production, reject materials, or take other appropriate action if the Contractor does not control the quality of concrete, cement aggregate mixture II, or controlled low-strength material for acceptance. The decision will be determined according to (1), (2), or (3).

(f) Documentation.

(1) Records. The Contractor shall be responsible for documenting all observations, inspections, adjustments to the mix design, test results, retest results, and corrective actions in a bound hardback field book, bound hardback diary, or appropriate Department form, which shall become the property of the Department. The documentation shall include a method to compare the Engineer's test results with the Contractor's results. The Contractor shall be responsible for the maintenance of all permanent records whether obtained by the Contractor, the consultants, the subcontractors, or the producer of the mixture. The Contractor shall provide the Engineer full access to all documentation throughout the progress of the work.

The Department's form MI 504M, form BMPR MI654, and form BMPR MI655 shall be completed by the Contractor, and shall be submitted to the Engineer weekly or as required by the Engineer. A correctly completed form MI 504M, form BMPR MI654, and form BMPR MI655 are required to authorize payment by the Engineer, for applicable pay items.

- (2) Delivery Truck Ticket. The following information shall be recorded on each delivery ticket or in a bound hardback field book: initial revolution counter reading (final reading optional) at the jobsite, if the mixture is truck-mixed; time discharged at the jobsite; total amount of each admixture added at the jobsite; and total amount of water added at the jobsite.
- (g) Basis of Payment and Schedules. Quality Control/Quality Assurance of portland cement concrete mixtures will not be paid for separately, but shall be considered as included in the cost of the various concrete contract items.

CONTRACTOR PLANT SAMPLING AND TESTING				
Item	Test	Frequency	IL Modified AASHTO or Department Test Method <sup>1/</sup>	
Aggregates (Arriving at Plant)	Gradation <sup>2/</sup>	As needed to check source for each gradation number	2, 11, 27, and 248	
Aggregates (Stored at Plant in Stockpiles or Bins)	Gradation <sup>2/</sup>	2,500 cu yd (1,900 cu m) for each gradation number <sup>3/</sup>	2, 11, 27, and 248	
Aggregates (Stored at Plant in Stockpiles or Bins)	Moisture <sup>4/</sup> : Fine Aggregate	Once per week for moisture sensor, otherwise daily for each gradation number	Flask, Dunagan, Pychnometer Jar, or 255	
	Moisture <sup>4/</sup> : Coarse Aggregate	As needed to control production for each gradation number	Dunagan, Pychnometer Jar, or 255	
Mixture <sup>5/</sup>	Slump Air Content Unit Weight / Yield Slump Flow (SCC) Visual Stability Index (SCC) J-Ring (SCC) <sup>6/</sup> L-Box (SCC) <sup>6/</sup> Temperature	As needed to control production	T 141 and T 119 T 141 and T 152 or T 196 T 141 and T 121 SCC-1 and SCC-2 SCC-1 and SCC-2 SCC-1 and SCC-3 SCC-1 and SCC-4 T 141 and T 309	
Mixture (CLSM) 7/	Flow Air Content Temperature	As needed to control production	Illinois Test Procedure 307	

## SCHEDULE A

- 1/ Refer to the Department's "Manual of Test Procedures for Materials".
- 2/ All gradation tests shall be washed. Testing shall be completed no later than 24 hours after the aggregate has been sampled.
- 3/ One per week (Sunday through Saturday) minimum unless the stockpile has not received additional aggregate material since the previous test.

One per day minimum for a bridge deck pour unless the stockpile has not received additional aggregate material since the previous test. The sample shall be taken and testing completed prior to the pour. The bridge deck aggregate sample may be taken the day before the pour or as approved by the Engineer.

- 4/ If the moisture test and moisture sensor disagree by more than 0.5 percent, retest. If the difference remains, adjust the moisture sensor to an average of two or more moisture tests. The Department's "Water/Cement Ratio Worksheet" form shall be completed when applicable.
- 5/ The Contractor may also perform strength testing according to Illinois Modified AASHTO T 141, T 23, and T 22 or T 177; or water content testing according to Illinois Modified AASHTO T 318.

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

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

SCHED	ULE B
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CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
Item	Measured Property	Random Sample Testing Frequency per Mix Design and per Plant <sup>2/</sup>	IL Modified AASHTO Test Method	
Pavement, Shoulder, Base Course,	Slump <sup>3/4/</sup>	1 per 500 cu yd (400 cu m) or minimum 1/day	T 141 and T 119	
Base Course Widening, Driveway Pavement,	Air Content <sup>3/ 5/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Railroad Crossing, Cement Aggregate Mixture II	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 1250 cu yd (1000 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
Bridge Approach Slab <sup>9/</sup> , Bridge Deck <sup>9/</sup> ,	Slump <sup>3/4/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 119	
Bridge Deck Overlay <sup>9/</sup> , Superstructure <sup>9/</sup> ,	Air Content <sup>3/ 5/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Substructure, Culvert, Miscellaneous Drainage Structures, Retaining Wall, Building Wall, Drilled Shaft Pile & Encasement Footing, Foundation, Pavement Patching, Structural Repairs	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
Seal Coat	Slump <sup>3/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141 and T 119	
	Air Content <sup>3/ 5/ 6/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day when air is entrained	T 141 and T 152 or T 196	
	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 250 cu yd (200 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	

CONTRACTOR JOBSITE SAMPLING & TESTING 1/				
Curb, Gutter, Median,	Slump <sup>3/4/</sup>	1 per 100 cu yd (80 cu m) or minimum 1/day	T 141 and T 119	
Barrier, Sidewalk, Slope Wall,	Air Content <sup>3/ 5/ 6/</sup>	1 per 50 cu yd (40 cu m) or minimum 1/day	T 141 and T 152 or T 196	
Paved Ditch, Fabric Formed Concrete Revetment Mat <sup>10/</sup> , Miscellaneous Items, Incidental Items	Compressive Strength <sup>7/ 8/</sup> or Flexural Strength <sup>7/ 8/</sup>	1 per 400 cu yd (300 cu m) or minimum 1/day	T 141, T 22 and T 23 or T 141, T 177 and T 23	
The Item will use a Self- Consolidating Concrete Mixture	Slump Flow <sup>3/</sup> VSI <sup>3/</sup> J-Ring <sup>3/11/</sup> L-Box <sup>3/11/</sup>	Perform at same frequency that is specified for the Item's slump	SCC-1 & SCC-2 SCC-1 & SCC-2 SCC-1 & SCC-3 SCC-1 & SCC-4	
The Item will use a Self- Consolidating Concrete Mixture	HVSI <sup>12/</sup>	Minimum 1/day at start of production for that day	SCC-1 and SCC-6	
The Item will use a Self- Consolidating Concrete Mixture	Dynamic Segregation Index (DSI)	Minimum 1/week at start of production for that week	SCC-1 and SCC-8 (Option C)	
The Item will use a Self- Consolidating Concrete Mixture	Air Content <sup>3/ 5/ 6/</sup>	Perform at same frequency that is specified for the Item's air content	SCC-1 and T 152 or T 196	
The Item will use a Self- Consolidating Concrete Mixture	Compressive Strength 7/ 8/ or Flexural Strength <sup>7/ 8/</sup>	Perform at same frequency that is specified for the Item's strength	SCC-1, T 22 and T 23 or SCC-1, T 177 and T 23	
All	Temperature <sup>3/</sup>	As needed to control production	T 141 and T 309	
Controlled Low-Strength Material (CLSM)	Flow, Air Content, Compressive Strength (28-day) <sup>13/</sup> , and Temperature	First truck load delivered and as needed to control production thereafter	Illinois Test Procedure 307	

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

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

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

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

- 3/ The temperature, slump, and air content tests shall be performed on the first truck load delivered, for each pour. For self consolidating concrete, the temperature, slump flow, visual stability index, J-Ring or L-Box, and air content tests shall be performed on the first truck load delivered, for each pour. Unless a random sample is required for the first truck load, testing the first truck load does not satisfy random sampling requirements.
- 4/ The slump random sample testing frequency shall be a minimum 1/day for a construction item which is slipformed.
- 5/ If a pump or conveyor is used for placement, a correction factor shall be established to allow for a loss of air content during transport. The first three truck loads delivered shall be tested, before and after transport by the pump or conveyor, to establish the correction factor. Once the correction is determined, it shall be re-checked after an additional 50 cu yd (40 cu m) is pumped, or an additional 100 cu yd (80 cu m) is conveyored. This shall continue throughout the pour. If the re-check indicates the correction factor has changed, a minimum of two truckloads is required to re-establish the correction factor. The correction factor shall also be re-established when significant changes in temperature, distance, pump or conveyor arrangement, and other factors have occurred. If the correction factor is >3.0 percent, the Contractor shall take corrective action to reduce the loss of air content during transport by the pump or conveyor. The Contractor shall record all air content test results, correction factors and corrected air contents. The corrected air content shall be reported on form BMPR MI654.
- 6/ If the Contractor's or Engineer's air content test result is within the specification limits, and 0.2 percent or closer to either limit, the next truck load delivered shall be tested by the Contractor. For example, if the specified air content range is 5.0 to 8.0 percent and the test result is 5.0, 5.1, 5.2, 7.8, 7.9 or 8.0 percent, the next truck shall be tested by the Contractor.
- 7/ The test of record for strength shall be the day indicated in Article 1020.04. For cement aggregate mixture II, a strength requirement is not specified and testing is not required. Additional strength testing to determine early falsework and form removal, early pavement or bridge opening to traffic, or to monitor strengths is at the discretion of the Contractor. Strength shall be defined as the average of at least two cylinder or two beam breaks for field tests.
- 8/ In addition to the strength test, a slump test, air content test, and temperature test shall be performed on the same sample. For self-consolidating concrete, a slump flow test, visual stability index test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample as the strength test. For mixtures pumped or conveyored, the Contractor shall sample according to Illinois Modified AASHTO T 141.
- 9/ The air content test will be required for each delivered truck load.
- 10/ For fabric formed concrete revetment mat, the slump test is not required and the flexural strength test is not applicable.

- 11/ The Contractor shall select the J-Ring or L-Box test for jobsite sampling and testing.
- 12/ In addition to the hardened visual stability index (HVSI) test, a slump flow test, visual stability index (VSI) test, J-Ring or L-Box test, air content test, and temperature test shall be performed on the same sample. The Contractor shall retain all hardened visual stability index cut cylinder specimens until the Engineer notifies the Contractor that the specimens may be discarded.
- 13/ The test of record for strength shall be the day indicated in Article 1019.04. In addition to the strength test, a flow test, air content test, and temperature test shall be performed on the same sample. The strength test may be waived by the Engineer if future removal of the material is not a concern.

# SCHEDULE C

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

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

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

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# SCHEDULE D

## CONCRETE QUALITY CONTROL AND QUALITY ASSURANCE DOCUMENTS

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

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## 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, 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 rightof-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)."

# **SEEDING (BDE)**

Effective: November 1, 2012

Revise the following seeding mixture shown in Table 1 of Article 250.07 of the Standard Specifications to read.

	"TABLE 1 - SEEDING MIXTURES				
С	lass - Type	Seeds	lb/acre (kg/hectare)		
3	Northern Illinois	Elymus Canadensis			
	Slope Mixture 7/	(Canada Wild Rye) 5/	5 (5)		
		Perennial Ryegrass	20 (20)		
		Alsike Clover 2/	5 (5)		
		Desmanthus Illinoensis			
		(Illinois Bundleflower) 2/, 5/	2 (2)		
		Andropogon Scoparius			
		(Little Bluestem) 5/	12 (12)		
		Bouteloua Curtipendula			
		(Side-Oats Grama) 5/	10 (10)		
		Fult Salt Grass 1/	30 (35)		
		Oats, Spring	50 (55)		
		Slender Wheat Grass 5/	15 (15)		
		Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)"		

## SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: April 2, 2005

Revised: April 1, 2011

To account for the preparatory work and operations necessary for the movement of subcontractor personnel, equipment, supplies, and incidentals to the project site and for all other work or operations that must be performed or costs incurred when beginning work approved for subcontracting according to Article 108.01 of the Standard Specifications, the Contractor shall make a mobilization payment to each subcontractor.

This mobilization payment shall be made at least 14 days prior to the subcontractor starting work. The amount paid shall be equal to 3 percent of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

The mobilization payment to the subcontractor is an advance payment of the reported amount of the subcontract and is not a payment in addition to the amount of the subcontract; therefore, the amount of the advance payment will be deducted from future progress payments.

This provision shall be incorporated directly or by reference into each subcontract approved by the Department.

## TEMPORARY EROSION AND SEDIMENT CONTROL (BDE)

Effective: January 1, 2012

Revise the first paragraph of Article 280.04(f) of the Standard Specifications to read:

"(f) Temporary Erosion Control Seeding. This system consists of seeding all erodible/bare areas to minimize the amount of exposed surface area. Seed bed preparation will not be required if the surface of the soil is uniformly smooth and in a loose condition. Light disking shall be done if the soil is hard packed or caked. Erosion rills greater than 1 in. (25 mm) in depth shall be filled and area blended with the surrounding soil. Fertilizer nutrients will not be required."

Delete the last sentence of Article 280.08(e) of the Standard Specifications.

## TRACKING THE USE OF PESTICIDES (BDE)

Effective: August 1, 2012

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

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

## TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: August 1, 2011

Revise the third sentence of the third paragraph of Article 105.03(b) of the Standard Specifications to read:

"The daily monetary deduction will be \$2,500."

## UTILITY COORDINATION AND CONFLICTS (BDE)

Effective: April 1, 2011

Revised: January 1, 2012

Revise Article 105.07 of the Standard Specifications to read:

"**105.07 Cooperation with Utilities.** The Department reserves the right at any time to allow work by utilities on or near the work covered by the contract. The Contractor shall conduct his/her work so as not to interfere with or hinder the progress or completion of the work being performed by utilities. The Contractor shall also arrange the work and shall place and dispose of the materials being used so as not to interfere with the operations of utility work in the area.

The Contractor shall cooperate with the owners of utilities in their removal and rearrangement operations so work may progress in a reasonable manner, duplication or rearrangement of work may be reduced to a minimum, and services rendered by those parties will not be unnecessarily interrupted.

The Contractor shall coordinate with any planned utility adjustment or new installation and the Contractor shall take all precautions to prevent disturbance or damage to utility facilities. Any failure on the part of the utility owner, or their representative, to proceed with any planned utility adjustment or new installation shall be reported promptly by the Contractor to the Engineer."

Revise the first sentence of the last paragraph of Article 107.19 of the Standard Specifications to read:

"When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply."

Revise Article107.31 of the Standard Specification to read:

## "107.31 Reserved."

Add the following four Articles to Section 107 of the Standard Specifications:

"**107.37 Locations of Utilities within the Project Limits.** All known utilities existing within the limits of construction are either indicated on the plans or visible above ground. For the purpose of this Article, the limits of proposed construction are defined as follows:

(a) Limits of Proposed Construction for Utilities Paralleling the Roadway.

(1) The horizontal limits shall be a vertical plane, outside of, parallel to, and 2 ft (600 mm) distant at right angles from the plan or revised slope limits.

In cases where the limits of excavation for structures are not shown on the plans, the horizontal limits shall be a vertical plane 4 ft (1.2 m) outside the edges of structure footings or the structure where no footings are required.

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

- (3) The lower vertical limits shall be either the top of the utility at the depth below the proposed grade as prescribed by the governing agency or the limits of excavation, whichever is less.
- (b) Limits of Proposed Construction for Utilities Crossing the Roadway in a Generally Transverse Direction.
  - (1) Utilities crossing excavations for structures that are normally made by trenching such as sewers, underdrains, etc. and all minor structures such as manholes, inlets, foundations for signs, foundations for traffic signals, etc., the limits shall be the space to be occupied by the proposed permanent construction, unless otherwise required by the regulations governing the specific utility involved.
  - (2) For utilities crossing the proposed site of major structures such as bridges, sign trusses, etc., the limits shall be as defined above for utilities extending in the same general direction as the roadway.

It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utilities in their present and/or adjusted positions as indicated in the contract. It is further understood the actual location of the utilities may be located anywhere within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c), and the proximity of some utilities to construction may require extraordinary measures by the Contractor to protect those utilities.

No additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from known utility facilities or any adjustment of them, except as specifically provided in the contract.

**107.38** Adjustments of Utilities within the Project Limits. The adjustment of utilities consists of the relocation, removal, replacement, rearrangements, reconstruction, improvement, disconnection, connection, shifting, new installation, or altering of an existing utility facility in any manner.

Utilities which are to be adjusted shall be adjusted by the utility owner or the owner's representative or by the Contractor as a contract item. Generally, arrangements for adjusting known utilities will be made by the Department prior to project construction; however, utilities will not necessarily be adjusted in advance of project construction and, in some cases, utilities will not be removed from the proposed construction limits as described in Article 107.37. When utility adjustments must be performed in conjunction with construction, the utility adjustment work will be indicated in the contract.

The Contractor may make arrangements for adjustment of utilities indicated in the contract, but not scheduled by the Department for adjustment, provided the Contractor furnishes the Department with a signed agreement with the utility owner covering the adjustments to be made. The cost of any such adjustments shall be the responsibility of the Contractor.

**107.39 Contractor's Responsibility for Locating and Protecting Utility Property and Services.** At points where the Contractor's operations are adjacent to properties or facilities of utility companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

Within the State of Illinois, a State-Wide One Call Notice System has been established for notifying utilities. Outside the city limits of the City of Chicago, the system is known as the Joint Utility Locating Information for Excavators (JULIE) System. Within the city limits of the City of Chicago the system is known as DIGGER. All utility companies and municipalities which have buried utility facilities in the State of Illinois are a part of this system.

The Contractor shall call JULIE (800-892-0123) or DIGGER (312-744-7000), a minimum of 48 hours in advance of work being done in the area, and they will notify all member utility companies involved their respective utility should be located.

For utilities which are not members of JULIE or DIGGER, the Contractor shall contact the owners directly. The plan general notes will indicate which utilities are not members of JULIE or DIGGER.

Utility Service	Color
Electric Power, Distribution and Transmission	Safety Red
Municipal Electric Systems	Safety Red
Gas Distribution and Transmission	High Visibility Safety Yellow
Oil Distribution and Transmission	High Visibility Safety Yellow
Telephone and Telegraph System	Safety Alert Orange
Community Antenna Television Systems	Safety Alert Orange
Water Systems	Safety Precaution Blue
Sewer Systems	Safety Green
Non-Potable Water and Slurry Lines	Safety Purple
Temporary Survey	Safety Pink
Proposed Excavation	Safety White
	(Black when snow is on the ground)

The following table indicates the color of markings required of the State-Wide One Call Notification System.

The State-Wide One Call Notification System will provide for horizontal locations of utilities. When it is determined that the vertical location of the utility is necessary to facilitate construction, the Engineer may make the request for location from the utility after receipt of notice from the Contractor. If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, and be paid according to Article 109.04.

The Contractor shall be responsible for maintaining the excavations or markers provided by the utility owners.

The Contractor shall take all necessary precautions for the protection of the utility facilities. The Contractor shall be responsible for any damage or destruction of utility facilities resulting from neglect, misconduct, or omission in the Contractor's manner or method of execution or 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.

In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If water service is interrupted, repair work shall be continuous until the service is restored. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

**107.40 Conflicts with Utilities.** Except as provided hereinafter, the discovery of a utility in an unanticipated location will be evaluated according to Article 104.03. It is understood and agreed that the Contractor has considered in the bid all facilities not meeting the definition of a utility in an unanticipated location and no additional compensation will be allowed for any delays, inconveniences, or damages sustained by the Contractor due to the presence of or any claimed interference from such facilities.

When the Contractor discovers a utility in an unanticipated location, the Contractor shall not interfere with said utility, shall take proper precautions to prevent damage or interruption of the utility, and shall promptly notify the Engineer of the nature and location of said utility.

- (a) Definition. A utility in an unanticipated location is defined as an active or inactive utility, which is either:
  - (1) Located underground and (a) not shown in any way in any location on the contract documents; (b) not identified in writing by the Department to the Contractor prior to the letting; or (c) not located relative to the location shown in the contract within the tolerances provided in 220 ILCS 50/2.8 or Administrative Code Title 92 Part 530.40(c); or
  - (2) Located above ground or underground and not relocated as provided in the contract.

Service connections shall not be considered to be utilities in unanticipated locations.

(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work applicable to the utility or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows:

- (1) Minor Delay. A minor delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than two hours, but not to exceed three weeks.
- (2) Major Delay. A major delay occurs when the Contractor's operation is completely stopped by a utility in an unanticipated location for more than three weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the contractor's rate of production decreases by more than 25 percent and lasts longer than seven days.
- (c) Payment. Payment for Minor, Major and Reduced Rate of Production Delays will be made as follows.
  - (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to three weeks plus the cost of move-out to either the Contractor's yard or another job, whichever is less. Rental equipment may be paid for longer than three weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Whether covered by (1), (2) or (3) above, additional traffic control required as a result of the operation(s) delayed will be paid for according to Article 109.04 for the total length of the delay.

If the delay is clearly shown to have caused work, which would have otherwise been completed, to be done after material or labor costs have increased, such increases may be paid. Payment for materials will be limited to increased cost substantiated by documentation furnished by the Contractor. Payment for increased labor rates will include those items in Article 109.04(b)(1) and (2), except the 35 percent and ten percent additives will not be permitted. On a working day contract, a delay occurring between November 30 and May 1, when work has not started, will not be considered as eligible for payment of measured labor and material costs.

Project overhead (not including interest) will be allowed when all progress on the contract has been delayed, and will be calculated as 15 percent of the delay claim.

(d) Other Obligations of Contractor. Upon payment of a claim under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this Provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this Provision."

### 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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250

#### STORM WATER POLLUTION PREVENTION PLAN



Storm Water Pollution Prevention Plan

Route	N/A	Marked Rte.	N/A	
Section	Park Roads	Project No.	-	
County	Lake	Contract No.	46250	

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.

Print Name	Signature
Title	Date
Agency	

#### I. Site Description:

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

This project consists of the restoration and enhancement of natural areas at the Illinois Beach State Park and Spring Bluff Nature Preserve. The project is broken into six distinct elements as described below. Project limits are bounded by the Wisconsin state line to the north, the Chicago and Northwestern Railroad on the west, Lake Michigan on the east, and 17th Street on the south.

#### Element 1 – Construct Water Control Structure

Description: The project consists of the removal of a 4' diameter structure with a 2' open grate and creating a water control structure to better control the water elevations in the upstream wetland area. According to IDNR and Lake County staff, the water elevations are excessively high for long periods which are not beneficial for the vegetation. This project is located at the northeast end of Spring Bluff Drive in the Spring Bluff Nature Preserve - Northern Unit of Illinois Beach State Park, Village of Winthrop Harbor, Lake County, IL. (42.49131N, -87.80581W)

#### Element 2 - 7th Street Box Culvert Maintenance

Description: This project involves removing a small diameter pipeline passing through the existing culvert, cleaning/debris removal and reconstructing the debris grate on the upstream side of the culvert. Some dewatering and sediment removal will be necessary to complete the work. This project is located along Dead Dog Creek within the Northern Unit of Illinois Beach State Park, Village of Winthrop Harbor, Lake County, Illinois (42.48236 N, -87.81305 W).

#### Element 2 - Culvert Replacements

Description: Removal and replacement of deteriorated or improperly set culverts with new culverts. This includes evaluating the proper elevation and size of the new culvert to be reinstalled. This project is located in the Northern Unit of Illinois Beach State Park, Village of Winthrop Harbor, Lake County, Illinois (42.47892 N, -87.80514 W).

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#### Element 2 - Middle Creek Channel Restoration

Description: Removal of reinforced concrete pipe placed within the channel and cleaning/removal of non-native trees and vegetation. Minor grading/vegetation removal will also reestablish positive drainage. This project is located along Middle Creek, east of 13th Street, in the Northern Unit of Illinois Beach State Park, Village of Winthrop Harbor / City of Zion, Lake County, IL (42.47164N, -87.80250W)

#### Element 2 - Middle Creek Outfall

Description: Reconstruction of the outlet structure on an existing storm sewer outfall at Lake Michigan that has been damaged from waves and ice. The structure will be designed to resist backup of sand and damage by ice and waves. This project is located at the outfall of Middle Creek to Lake Michigan, east of 13th Street, in the Northern Unit of Illinois Beach State Park, Lake County, IL (42.47146N, -87.79768W)

#### Element 3 - Removal/Breaking up of Roadway

Description: Removal/or breaking up of old roadways constructed when the area was used for residences. This will allow vegetation to grow and improve infiltration to restore the sections to a more natural condition. Sections of the existing roadway will be reconstructed to a narrower multi-use cross section. This project is located between 17th and 21st Streets, in the Northern Unit of Illinois Beach State Park, Benton Township, Unincorporated Lake County, IL (42.45699N, -87.80340W)

- R Provide a description of the construction activity which is the subject of this plan:
  - 1. Remove and Replace existing Water Control Structure
  - 2. Culvert Maintenance Activities
  - 3. Culvert removal and replacement
  - 4. Channel Restoration
  - 5. Outfall removal and reconstruction
  - 6. Removal and breaking up of existing roadways.
  - Provide the estimated duration of this project:

#### 8 months

C

D. The total area of the construction site is estimated to be 12.68 acres.

The total area of the site estimated to be disturbed by excavation, grading or other activities is 10.80 acres.

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

K (erosivity) value

0.05-0.15

0.05-0.2

0.05-0.2

0.05-0.2

0.05

C=0.40

a.

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

Map	Unit Name	
-----	-----------	--

- Adrian Muck, ponded, 0 to 2% slopes
- Granby Fine Sandy Loam, 0 to 2% slopes b. Orthents, loamy, undulating C
- d.
- Udipsamments complex, undulating Beach Sand
- e
- G Provide an aerial extent of wetland acreage at the site:

Entire site is identified as ADID wetlands.

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

There is very little potential for erosion throughout this site due to the very flat nature of the area, the clay and muck soils, and movement of water with very low velocity. Potential for erosion would most likely occur at outlets to culverts and outfall of Middle Creek. Deep rooted native vegetaion in and around the culverts have prevented erosion in the past and will be restored after construction. The outfall to Lake Michigan is located in sand which is replenished when the lake levels rise. Riprap protection will be placed as needed in areas that show erosion.

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

Soil disturbance includes maintenance dredging, removal and replacement of culverts, water control structure, and outfall structure, and breaking up of existing roads. These areas are all located in flat areas where erosive velocities will not be an issue.

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- See the erosion control plans and/or drainage plans for this contract for information regarding drainage patterns, J 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:

Illinois Department of Natural Resources

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:

Dead Dog Creek and Middle Creek which outfall to Lake Michigan.

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

The entire project is to be protected with temporary erosion control measures and best management practices.

- N The following sensitive environmental resources are associated with this project, and may have the potential to be impacted by the proposed development:
  - $\boxtimes$ Floodplain
  - $\boxtimes$ Wetland Riparian
  - Threatened and Endangered Species
  - Historic Preservation
  - 303(d) Listed receiving waters for suspended solids, turbidity, or siltation
  - $\overline{\Box}$ Receiving waters with Total Maximum Daily Load (TMDL) for sediment, total suspended solids, turbidity or siltation
  - $\boxtimes$ Applicable Federal, Tribal, State or Local Programs
  - Other
  - 1. 303(d) Listed receiving waters (fill out this section if checked above):
    - The name(s) of the listed water body, and identification of all pollutants causing impairment: a.

Water body: Dead Dog Creek. Listed pollutants: Aldrin

Provide a description of how erosion and sediment control practices will prevent a discharge of sediment resulting b. from a storm event equal to or greater than a twenty-five (25) year, twenty-four (24) hour rainfall event:

A SESC plan has been completed and approved by the Lake County SMC

Provide a description of the location(s) of direct discharge from the project site to the 303(d) water body: C.

Culvert removal and replacement along Dead Dog Creek.

d. Provide a description of the location(s) of any dewatering discharges to the MS4 and/or water body:

No discharges are proposed. This project will have no affect on the impaired waters.

- 2 TMDL (fill out this section if checked above)
  - a. The name(s) of the listed water body:

N/A

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

All work will be completed in the dry.

If a specific numeric waste load allocation has been established that would apply to the project's discharges, C. provide a description of the necessary steps to meet that allocation:

N/A

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#### Park Roads Section Illinois Beach State Park Lake County Contract 46250

O. The following pollutants of concern will be associated with this construction project:

 $\boxtimes$ Soil Sediment  $\boxtimes$ Petroleum (gas, diesel, oil, kerosene, hydraulic oil / fluids)  $\boxtimes$ Antifreeze / Coolants Concrete Concrete Truck Waste  $\boxtimes$ Waste water from cleaning construction equipment Concrete Curing Compounds Other (specify) Solid Waste Debris Other (specify)  $\Box$ Paints Other (specify) Solvents Other (specify) Fertilizers / Pesticides Other (specify)

#### II. Controls:

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

A. Erosion and Sediment Controls

⊠ Pr □ Ve ⊠ Pr

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

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

1. Preservation of Mature Vegetation will be used throughout the project duration. The Contractor shall take whatever precautions necessary to limit the amount of vegetation removed by construction operations, protect vegetation outside the limits of construction from damage and remove only vegetation necessary for completion of the project.

2. Protection of trees will be used throughout the project duration. The Contractor shall take whatever precautions necessary to limit the amount of trees removed by construction operations, protect trees not marked for removal from damage and remove only those trees marked.

3. Temporary Erosion Control Seeding and Temporary Turf (Seeding, Class 7) will be used as a temporary erosion control method when permanent seeding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations.

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4. Permanent seeding will be applied to all areas disturbed by construction immediately following the finished grading. Erosion Control blankets will be installed over fill slopes which have been brought to final grade and have been seeded to protect the slopes from rill and gully erosion and allow seed to germinate properly. Mulch, Method 2 will be used on relatively flat areas.

5. Erosion Control Blanket will be placed on all areas designated in the plans that were hydraulically determined to have flow velocities and shear stress that exceeds the maximum for seeding alone.

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

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	Rock Outlet Protection Riprap Gabions Slope Mattress Retaining Walls Slope Walls Concrete Revetment Mats Level Spreaders
	Stabilized Construction Exits	
	Turf Reinforcement Mats Permanent Check Dams	Other (specify) Cofferdam Other (specify) Filter Bags
	Permanent Sediment Basin	Other (specify)
H	Aggregate Ditch Paved Ditch	Other (specify) Other (specify)

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

1. Perimeter Erosion Barrier is used to prevent sediment loss by sheet flow. This item is to be placed as shown on the plans.

2. Temporary ditch checks will be used to slow down the velocity of water as concentrated flow to prevent erosion or scour of the ditches and drainage ways. These are to be placed as shown in the plans.

3. Inlet and Pipe Protection is to be placed at all inlets constructed below existing grade and at the upstream end of all culverts receiving drainage from disturbed areas, thereby controlling the loss of sediment from the job site. These are to be placed as shown in the plans.

4. Riprap is to be placed at pipe inlets and outlets with the potential for excess turbulence or erosion. This is to be placed as shown in the plans.

5. Non-erodible cofferdams are to be constructed to dewater areas and allow work to be constructed in the dry. Cofferdams are to be placed as illustrated on the plans.

6. Maintenance will be required for all temporary erosion control devices throughout the construction period.

7. Filter bags will be used when pumping to dewater the work area is required. All sediments will be removed from the work site, dewatered, and deposited in upland areas.

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

Once permanent vegetation has been established to the satisfaction of the Engineer, all temporary erosion control measures shall be removed. Rock outlet protection and rip rap are considered as permanent protection and will require regular monitoring to verify their condition and periodic maintenance to ensure they continue to work as designed.

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

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

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

Description of storm water management controls:

1. Permanent seeding will be used on all areas that have been hydraulically determined to have flow velocities and shear stress below levels that would cause erosion and scour.

2. Erosion Control Blanket will be placed within 24 hours of applying permanent seeding on all ditches and slopes that have been hydraulically determined to have flow velocities and shear stress above levels allowable for seeding alone. This will prevent erosion and scour.

3. Stone Riprap will be utilized at pipe inlets and outlets with the potential for excess velocity and that exhibit conditions which may cause erosion. Stone Riprap will be used in ditches that have been hydraulically determined to have flow velocities and shear stress above levels allowable for erosion control blanket.

4. Temporary ditch checks will be used to limit concentrated flow velocities to prevent erosion and allow siltation of suspended load along ditches and drainage ways.

5. Perimeter Erosion Barrier is used to check flow velocity to reduce erosion and prevent sediment loss by sheet flow. This item is to be placed as shown on the plans.

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:

See SESC Plans and notes

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- Contractor Required Submittals: Prior to conducting any professional services at the site covered by this plan, the Contractor and each subcontractor responsible for compliance with the permit shall submit to the Resident Engineer a Contractor Certification Statement, BDE 2342a.
  - a. The Contractor shall provide a construction schedule containing an adequate level of detail to show major activities with implementation of pollution prevention BMPs, including the following items:
    - Approximate duration of the project, including each stage of the project
    - Rainy season, dry season, and winter shutdown dates
    - Temporary stabilization measures to be employed by contract phases
    - Mobilization timeframe
    - Mass clearing and grubbing/roadside clearing dates
    - Deployment of Erosion Control Practices
    - Deployment of Sediment Control Practices (including stabilized construction entrances/exits)
    - Deployment of Construction Site Management Practices (including concrete washout facilities, chemical storage, refueling locations, etc.)
    - Paving, saw-cutting, and any other pavement related operations
    - Major planned stockpiling operations
    - Timeframe for other significant long-term operations or activities that may plan non-storm water discharges such as dewatering, grinding, etc.
    - · Permanent stabilization activities for each area of the project
  - b. The Contractor and each subcontractor shall provide, as an attachment to their signed Contractor Certification Statement, a discussion of how they will comply with the requirements of the permit in regard to the following items and provide a graphical representation showing location and type of BMPs to be used when applicable:
    - Vehicle Entrances and Exits Identify type and location of stabilized construction entrances and exits to be used and how they will be maintained.
    - Material Delivery, Storage and Use Discuss where and how materials including chemicals, concrete curing compounds, petroleum products, etc. will be stored for this project.
    - Stockpile Management Discuss what BMPs will be used to prevent pollution of storm water from stockpiles.
    - Waste Disposal Discuss methods of waste disposal that will be used for this project.
    - Spill Prevention and Control Discuss steps that will be taken in the event of a material spill (chemicals, concrete curing compounds, petroleum, etc.)
    - Concrete Residuals and Washout Wastes Discuss the location and type of concrete washout facilities to be used on this project and how they will be signed and maintained.
    - Litter Management Discuss how litter will be maintained for this project (education of employees, number of dumpsters, frequency of dumpster pick-up, etc.).
    - Vehicle and Equipment Fueling Identify equipment fueling locations for this project and what BMPs will be used to ensure containment and spill prevention.
    - Vehicle and Equipment Cleaning and Maintenance Identify where equipment cleaning and maintenance locations for this project and what BMPs will be used to ensure containment and spill prevention.
    - Additional measures indicated in the plan.

#### III. Maintenance:

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

1. Seeding - Permanent seeding will be applied to all areas disturbed by construction immediately following the finished grading. Temporary Turf (Seeding, Class 7) will be used as a temporary erosion control method when permanent seeding cannot be accomplished so as to limit the surface area of erodible earth material exposed by clearing, grubbing, excavation, borrow and embankment operations

2. Perimeter Erosion Barrier – Any barrier not performing to specification or that has become damaged or knocked down will be repaired immediately throughout the duration of the project.

3. Temporary Ditch Checks – Sediment will be removed as necessary to ensure the ditch checks function properly. Ditch checks will be repaired or replaced if damaged.

4. Inlet & Pipe Protection – Any inlet protection barriers not performing to specification or that become plugged with silt or sediment will be repaired or replaced as necessary to ensure the pipes function and drain properly.

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BDE 2342 (Rev. 1/28/2011)

#### VI. 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: <u>epa.swnoncomp@illinois.gov</u>, 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.

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BDE 2342 (Rev. 1/28/2011)



#### **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	N/A	Marked Rte.	N/A	
Section	Park Roads	Project No.		
County	Lake	Contract No.	46250	

This certification statement is a part of the SWPPP for the project described above, in accordance with the General NPDES Permit No. ILR10 issued by the Illinois Environmental Protection Agency.

I certify under penalty of law that I understand the terms of the Permit No. ILR 10 that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

In addition, I have read and understand all of the information and requirements stated in the SWPPP for the above mentioned project; I have received copies of all appropriate maintenance procedures; and, I have provided all documentation required to be in compliance with the Permit ILR10 and SWPPP and will provide timely updates to these documents as necessary.

Contractor

Sub-Contractor

Print Name

Title

Name of Firm

Street Address

Signature

Date

Telephone

City/State/ZIP

Items which this Contractor/subcontractor will be responsible for as required in Section II.5. of the SWPPP:

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BDE 2342a (Rev. 01/27/11)

Park Roads Section Illinois Beach State Park Lake County Contract 46250

## **404 PERMITS**



DEPARTMENT OF THE ARMY

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

February 8, 2013

Technical Services Division Regulatory Branch LRC-2012-00805

SUBJECT: Prosposal to Install Water Constrol Structure at Spring Bluff Nature Preserve at Northern Unit of Illinois Beach State Park, Zion, Lake County, Illinois

Kim Gibson Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702

Dear Ms. Gibson:

This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 8 and the overall RPP under Category II of the Regional Permit Program dated April 1, 2012. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP. Enclosed is your copy of the executed RPP Permit authorization.

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 entitled "State of Illinois, Department of Transportation, Division of Highways, IDOT/IDNR Statewide, Great Lakes Restoration Initiative, Illinois Beach State Park –Site Improvements, Section Park Roads, Lake County, IDOT Project No., IDNR Project No. 2-12-010, Federal Project No. DTSH15R10X5008F, C-30-009-13, Sheets 2, 9,10, & 11" dated November 30, 2012, prepared by Crawford, Murphy & Tilly. 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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250

- 2 -

Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Kathleen S. Chemick

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished (with authorization):

U.S. Fish and Wildlife Service (Shawn Cirton) Lake County SMC (Kurt Woolford) Crawford, Murphy & Tilly (Chris Dagiantis)



# PERMIT COMPLIANCE

# CERTIFICATION

Permit Number:	LRC-2012-00805
Permittee:	Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702
Date:	February 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 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

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

<sup>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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250



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

March 4, 2013

Technical Services Division Regulatory Branch LRC-2012-00806

SUBJECT: Request Authorization for the Middle Creek Channel Restoration Project Located at Northern Unit of Illinois beach State Park, Zion, Lake County, Illinois

Kim Gibson Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702

Dear Mr. Gibson:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Crawford, Murphy & Till, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 5 and the overall RPP under Category I of the Regional Permit Program dated April 1, 2012. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

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 entitled "State of Illinois, Department of Transportation, Division of Highways, IDOT/IDNR Statewide, Great Lakes, Restoration Initiative, Illinois Beach State Park-Site Improvements, Section Park Roads, Lake County, IDOT Project No. IDNR Project No. 2-12-010, Federal Project No. DTSH15R10X5008F, C-30-009-13, Sheets 27-33" dated November 30, 2012, prepared by Crawford, Murphy & Till, Inc. 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.

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 Lake County Stormwater Management Commission (LCSMC)'s 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. You shall notify this

office and the SMC of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

2. You shall notify the LCSMC 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.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Kathleen & Chernick

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures:

Lake County Stormwater Management Commission (Kurt Woolford) City of Zion (City Engineer) Crawford, Murphy & Till, Inc (Chris Dagiantis)



# PERMIT COMPLIANCE

# CERTIFICATION

Permit Number:	LRC-2012-00806
Permittee:	Illinois Department of Natural Resources
Date:	March 4, 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 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

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

<sup>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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250



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

March 4, 2013

Technical Services Division Regulatory Branch LRC-2012-00807

SUBJECT: Request Authorization for the 7<sup>th</sup> Street Culvert Modifications Located along 7<sup>th</sup> Street, East of the Railroad Tracks at Dead Dog Creek at the Northern Unit of Illinois beach State Park, Zion, Lake County, Illinois

Kim Gibson Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702

Dear Mr. Gibson:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Crawford, Murphy & Till, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 9 and the overall RPP under Category I of the Regional Permit Program dated April 1, 2012. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

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 entitled "State of Illinois, Department of Transportation, Division of Highways, IDOT/IDNR Statewide, Great Lakes, Restoration Initiative, Illinois Beach State Park-Site Improvements, Section Park Roads, Lake County, IDOT Project No. IDNR Project No. 2-12-010, Federal Project No. DTSH15R10X5008F, C-30-009-13, Sheets 27-33" dated November 30, 2012, prepared by Crawford, Murphy & Till, Inc. 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.

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 Lake County Stormwater Management Commission (LCSMC)'s 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. You shall notify this office and the SMC of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

2. You shall notify the LCSMC 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.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Kathleer Al Chamint

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures: Lake County Stormwater Management Commission (Kurt Woolford) City of Zion (City Engineer) Crawford, Murphy & Till, Inc (Chris Dagiantis)



# PERMIT COMPLIANCE

# CERTIFICATION

Permit Number:	LRC-2012-00807
Permittee:	Illinois Department of Natural Resources
Date:	March 4, 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 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

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

<sup>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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250



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

March 15, 2013

Technical Services Division Regulatory Branch LRC-2012-00808

SUBJECT: Request Authorization to Reconstruct the Outfall of Middle Creek to Lake Michigan, Located East of 13<sup>th</sup> Street in the Northern Unit of Illinois beach State Park, Zion, Lake County, Illinois

Kim Gibson Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702

Dear Mr. Gibson:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Crawford, Murphy & Till, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 9 and the overall RPP under Category I of the Regional Permit Program dated April 1, 2012. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

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 entitled "State of Illinois, Department of Transportation, Division of Highways, IDOT/IDNR Statewide, Great Lakes, Restoration Initiative, Illinois Beach State Park-Site Improvements, Section Park Roads, Lake County, IDOT Project No. IDNR Project No. 2-12-010, Federal Project No. DTSH15R10X5008F, C-30-009-13, Sheets 33 & 34" dated November 30, 2012, prepared by Crawford, Murphy & Till, Inc. 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.

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 Lake County Stormwater Management Commission (LCSMC)'s 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. You shall notify this office and the SMC of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

2. You shall notify the LCSMC 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.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Kathleen & Chernick

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures:

Crawford, Murphy & Till, Inc (Chris Dagiantis)



# PERMIT COMPLIANCE

# CERTIFICATION

Permit Number:	LRC-2012-00808
Permittee:	Illinois Department of Natural Resources
Date:	March 15, 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 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

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

<sup>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.

Park Roads Section Illinois Beach State Park Lake County Contract 46250



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

March 15, 2013

Technical Services Division Regulatory Branch LRC-2012-00809

SUBJECT: Request Authorization for Modification to Existing Culverts within the Northern Unit of Illinois Beach State Park, Zion, Lake County, Illinois

Kim Gibson Illinois Department of Natural Resources One Natural Resources Way Springfield, IL 62702

Dear Mr. Gibson:

The U.S. Army Corps of Engineers, Chicago District, has completed its review of your notification for authorization under the Regional Permit Program (RPP), submitted on your behalf by Crawford, Murphy & Till, Inc. This office has verified that your proposed activity complies with the terms and conditions of Regional Permit 9 and the overall RPP under Category I of the Regional Permit Program dated April 1, 2012. The activity may be performed without further authorization from this office provided the activity is conducted in compliance with the terms and conditions of the RPP.

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 entitled "State of Illinois, Department of Transportation, Division of Highways, IDOT/IDNR Statewide, Great Lakes, Restoration Initiative, Illinois Beach State Park-Site Improvements, Section Park Roads, Lake County, IDOT Project No. IDNR Project No. 2-12-010, Federal Project No. DTSH15R10X5008F, C-30-009-13, Sheets 12, 13-22, 23-26" dated November 30, 2012, prepared by Crawford, Murphy & Till, Inc. 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.

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 Lake County Stormwater Management Commission (LCSMC)'s 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. You shall notify this

office and the SMC of any changes or modifications to the approved plan set. Please be aware that field conditions during project construction may require the implementation of additional SESC measures for further protection of aquatic resources. If you fail to implement corrective measures, this office may require more frequent site inspections to ensure the installed SESC measures are acceptable.

You shall complete the following requirements:

1. You shall schedule a preconstruction meeting with LCSMC to discuss the SESC plan and the installation and maintenance requirements of the SESC practices on the site.

2. You shall notify the LCSMC 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.

This verification does not obviate the need to obtain all other required Federal, state, or local approvals before starting work. Please note that Section 401 Water Quality Certification has been issued by IEPA for this RP. Enclosed are the IEPA Section 401 Water Quality Certification conditions. If you have any questions regarding Section 401 certification, please contact Mr. Dan Heacock at IEPA Division of Water Pollution Control, Permit Section #15, by telephone at (217) 782-3362.

For a complete copy of the RPP program or any additional information on the RPP program, please access our website: www.lrc.usace.army.mil/co-r. Once you have completed the authorized activity, please sign and return the enclosed compliance certification. If you have any questions, please contact Melyssa R. Navis of my staff by telephone at 312-846-5533, or email at melyssa.r.navis@usace.army.mil.

Sincerely,

Kathleen G. Chernich Chief, East Section Regulatory Branch

Enclosures

Copy Furnished w/out Enclosures:

Crawford, Murphy & Till, Inc (Chris Dagiantis)



# PERMIT COMPLIANCE

# CERTIFICATION

Permit Number:	LRC-2012-00809
Permittee:	Illinois Department of Natural Resources
Date:	March 15, 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 111 North Canal Street, 6th Floor Chicago, Illinois 60606-7206

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

<sup>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.

# **GENERAL CONDITIONS**



US Army Corps of Engineers<sup>®</sup> 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 401 Water Quality Certification 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 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.
- 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.
- 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.
- 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 II. Adm. Code,

Subtitle D. If considered "acid-producing material," the applicant shall obtain a permit to construct pursuant to 35 II. Adm. Code 404.101.

- 12. Asphalt, bituminous material and concrete with protruding material such as reinforcing bar or mesh shall not be 1) used for backfill, 2) placed on shorelines/stream banks, or 3) placed in waters of the State.
- 13. Applicants that use site dewatering techniques in order to perform work in waterways for construction activities approved under Regional Permits 1 (Residential, Commercial and Institutional Developments), 2 (Recreation Projects), 3 (Transportation Projects), 7 (Temporary Construction Activities), 9 (Maintenance) or 12 (Bridge Scour Protection) shall maintain flow in the stream during such construction activity by utilizing dam and pumping, fluming, culverts or other such techniques.
- 14. In addition to any action required of the Regional Permit 13 (Cleanup of Toxic and Hazardous Materials Projects) applicant with respect to the "Notification" General Condition 22, the applicant shall notify the Illinois EPA Bureau of Water, of the specific activity. This notification shall include information concerning the orders and approvals that have been or will be obtained from the Illinois EPA Bureau of Land (BOL) for all cleanup activities under BOL jurisdiction, or for which authorization or approval is sought from BOL for no further remediation. This Regional Permit is not valid for activities that do not require or will not receive authorization or approval from the BOL.

2. <u>Threatened and Endangered Species</u> - If the District determines that the activity may affect Federally listed species or critical habitat, the District will initiate section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) in accordance with the Endangered Species Act of 1973, as amended (Act). Applicants shall provide additional information that would enable the District to conclude that the proposed action will have no effect on federally listed species.

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

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

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

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

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

Non-Federal permittees must include notification to the District if the authorized activity may have the potential to cause effects to any historic properties listed, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the permit application must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic Preservation Cofficer 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	McHenry-Lake County SWCD
2315 Dean Street, Suite 100	1648 South Eastwood Dr.
St. Charles, IL 60174	Woodstock, IL 60098
(630) 584-7961 ext.3	(815) 338-0099 ext.3
www.kanedupageswcd.org	www.mchenryswcd.org
North Cook SWCD	Lake County SMC
899 Jay Street	500 W. Winchester Rd, Suite 201
Elgin, IL 60120	Libertyville, IL 60048
(847) 468-0071	(847) 377-7700
www.northcookswed.org	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 3

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

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

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

7. <u>Navigation</u> - 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. Aquatic Life Movements - 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. <u>Wild and Scenic Rivers</u> - No activity may occur in a component of the National Wild and Scenic River System or in a river officially designated by Congress as a "study river" for possible inclusion in the system, while the river is in an official study status. Information on Wild and Scenic Rivers may be obtained from the appropriate land management agency in the area, such as the National Park Service and the U.S. Forest Service.

12. Tribal Rights - 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. <u>Obstruction of High Flows</u> - 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. Impacts From Impoundments - 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. Waterfowl Breeding Areas - 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 preexisting 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.hrc.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.

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.hrc.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/redocument.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 (IDNR), Illinois Department of Natural Resources (IDNR), 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. <u>Other Restrictions</u> - 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// Frederic A. Drummond, Jr. Colonel, U.S. Army District Commander February 24, 2012 Date

6

# ILLINOIS DEPARTMENT OF LABOR

# PREVAILING WAGES FOR @?9 COUNTY EFFECTIVE APRIL 2013

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <a href="http://www.state.il.us/agency/idol/">http://www.state.il.us/agency/idol/</a> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.

# Lake County Prevailing Wage for April 2013

(See explanation of column headings at bottom of wages)

(See explanation of column nead	-					/	_		_
	; TYP C		FRMAN M-F>8			H/W	Pensn	Vac	Trng
ASBESTOS ABT-GEN	ALL	36.200	36.700 1.5	1.5	2.0	12.78	9.020	0.000	0.500
ASBESTOS ABT-MEC	BLD	34.160	36.660 1.5	1.5	2.0	10.82	10.66	0.000	0.720
BOILERMAKER	BLD	43.450	47.360 2.0	2.0	2.0	6.970	14.66	0.000	0.350
BRICK MASON	BLD	40.680	44.750 1.5	1.5	2.0	9.550	12.00	0.000	0.970
CARPENTER	ALL		43.520 1.5				11.75		
CEMENT MASON	ALL		42.800 2.0				13.78		
CERAMIC TILE FNSHER	BLD	34.440	0.000 2.0				6.930		
COMMUNICATION TECH	BLD		36.750 1.5				11.09		
ELECTRIC PWR EQMT OP	ALL		49.750 1.5				11.35		
ELECTRIC PWR GRNDMAN	ALL		49.750 1.5				8.780		
ELECTRIC PWR LINEMAN	ALL		49.750 1.5				13.58		
ELECTRIC PWR TRK DRV	ALL	29.310	49.750 1.5				9.090		
ELECTRICIAN	BLD	39.150	43.070 1.5	1.5	2.0	12.73	14.33	0.000	0.630
ELEVATOR CONSTRUCTOR	BLD	49.080	55.215 2.0	2.0	2.0	11.88	12.71	3.930	0.600
FENCE ERECTOR	ALL	33.740	35.740 1.5	1.5	2.0	12.61	10.18	0.000	0.250
GLAZIER	BLD	39.500	41.000 1.5	2.0	2.0	11.99	14.30	0.000	0.840
HT/FROST INSULATOR	BLD		48.050 1.5				11.86		
IRON WORKER	ALL		42.750 2.0				19.09		
			36.950 1.5				9.020		
LABORER	ALL								
LATHER	ALL		43.520 1.5				11.75		
MACHINIST	BLD		46.050 1.5				8.950		
MARBLE FINISHERS	ALL	29.700	0.000 1.5				11.75		
MARBLE MASON	BLD	39.880	43.870 1.5	1.5	2.0	9.550	11.75	0.000	0.730
MATERIAL TESTER I	ALL	26.200	0.000 1.5	1.5	2.0	12.78	9.020	0.000	0.500
MATERIALS TESTER II	ALL	31.200	0.000 1.5	1.5	2.0	12.78	9.020	0.000	0.500
MILLWRIGHT	ALL	41.520	43.520 1.5	1.5	2.0	13.19	11.75	0.000	0.530
OPERATING ENGINEER	BLD 1	45.100	49.100 2.0	2.0	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER			49.100 2.0				10.55		
OPERATING ENGINEER			49.100 2.0				10.55		
OPERATING ENGINEER			49.100 2.0				10.55		
OPERATING ENGINEER			49.100 2.0				10.55		
			49.100 2.0				10.55		
OPERATING ENGINEER									
OPERATING ENGINEER			49.100 2.0				10.55		
OPERATING ENGINEER			51.300 1.5				8.050		
OPERATING ENGINEER			51.300 1.5				8.050		
OPERATING ENGINEER	FLT 3	44.350	51.300 1.5				8.050		
OPERATING ENGINEER	FLT 4	36.850	51.300 1.5	1.5	2.0	11.70	8.050	1.900	1.150
OPERATING ENGINEER	HWY 1	43.300	47.300 1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 2	42.750	47.300 1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER	HWY 3	40.700	47.300 1.5	1.5	2.0	15.70	10.55	1.900	1.250
OPERATING ENGINEER			47.300 1.5				10.55		
OPERATING ENGINEER			47.300 1.5				10.55		
OPERATING ENGINEER			47.300 1.5				10.55		
OPERATING ENGINEER			47.300 1.5				10.55		
ORNAMNTL IRON WORKER	ALL		44.300 2.0				15.81		
PAINTER	ALL		44.750 1.5				11.10		
PAINTER SIGNS	BLD		38.090 1.5				2.710		
PILEDRIVER	ALL		43.520 1.5				11.75		
PIPEFITTER	BLD		48.050 1.5				14.85		
PLASTERER	BLD	39.190	41.190 2.0	1.5	2.0	10.25	15.58	0.000	0.500
PLUMBER	BLD	44.500	47.500 1.5	1.5	2.0	11.05	12.40	0.000	1.700
ROOFER	BLD	38.350	41.350 1.5	1.5	2.0	8.280	8.770	0.000	0.430
SHEETMETAL WORKER	BLD		44.070 1.5				17.79		
SIGN HANGER	BLD		30.710 1.5				3.030		
SPRINKLER FITTER	BLD		51.200 1.5				8.350		
STEEL ERECTOR	ALL		42.750 2.0				19.09		
STONE MASON	BLD		44.750 1.5				12.00		
NIOCHIL TINCI	עוני	10.000	TT. 100 T.0	т. с	∠.0	0.00	12.00	0.000	0.9/0

TERRAZZO FINISHER	BLD	35.510	0.000	1.5	1.5	2.0	9.700	9.320	0.000	0.400
TERRAZZO MASON	BLD	39.370	42.370	1.5	1.5	2.0	9.700	10.66	0.000	0.550
TILE MASON	BLD	41.430	45.430	2.0	1.5	2.0	9.700	8.640	0.000	0.710
TRAFFIC SAFETY WRKR	HWY	28.250	29.850	1.5	1.5	2.0	4.896	4.175	0.000	0.000
TRUCK DRIVER	ALL 1	35.850	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 2	36.000	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 3	36.200	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TRUCK DRIVER	ALL 4	36.400	36.400	1.5	1.5	2.0	7.200	6.000	0.000	0.150
TUCKPOINTER	BLD	40.950	41.950	1.5	1.5	2.0	8.180	10.82	0.000	0.940

Legend:

#### RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

# **Explanations**

#### LAKE COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

#### EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

#### CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

#### COMMUNICATION TECHNICIAN

Low voltage construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including outside plant, telephone, security systems and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

#### MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

#### OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators; Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches; Bobcats (up to and including ¾ cu yd.).

Class 4. Bobcats and/or other Skid Steer Loaders (other than bobcats up to and including ¾ cu yd.); Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dowell Machine with Air Compressor; Dredges; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Hydraulic Backhoes; Backhoes with shear attachments; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Trenching Machine; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine -Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; All Locomotives, Dinky; Off-Road Hauling Units (including articulating)/2 ton capacity or more; Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Scoops - Tractor Drawn; Self-Propelled Compactor; Spreader - Chip -Stone, etc.; Scraper; Scraper - Prime Mover in Tandem (Regardless of Size): Tank Car Heater; Tractors, Push, Pulling Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Fireman on Boilers; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven. Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Hydro- Blaster; Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Tractaire; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. Bobcats (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Class 1. Craft Foreman; Diver/Wet Tender; and Engineer (hydraulic dredge).

Class 2. Crane/Backhoe Operator; 70 Ton or over Tug Operator; Mechanic/Welder; Assistant Engineer (Hydraulic Dredge); Leverman (Hydraulic Dredge); Diver Tender; Friction and Lattice Boom Cranes.

Class 3. Deck Equipment Operator, Machineryman; Maintenance of Crane (over 50 ton capacity); Tug/Launch Operator; Loader/Dozer and like equipment on Barge; and Deck Machinery, etc.

Class 4. Deck Equipment Operator, Machineryman/Fireman (4 Equipment Units or More); Off Road Trucks (2 ton capacity or more); Deck Hand, Tug Engineer, Crane Maintenance 50 Ton Capacity and Under or Backhoe Weighing 115,000 pounds or less; and Assistant Tug Operator.

TRAFFIC SAFETY - work associated with barricades, horses and drums used to reduce lane usage on highway work, the installation and removal of temporary lane markings, and the installation and removal of temporary road signs.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

#### TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

#### LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.